

MASTER AGREEMENT

between the

MASON BOARD OF EDUCATION

of the

MASON PUBLIC SCHOOLS

and the

***INGHAM CLINTON EDUCATION
ASSOCIATION***

August 16, 2024 – August 15, 2027

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This Agreement is entered into between the Board of Education of the Mason Public Schools, hereinafter referred to as the "Board," and the Ingham Clinton Education Association, hereinafter referred to as the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Mason is their mutual responsibility and aim, and that the character of such education depends significantly upon the quality and morale of the teaching personnel, and that the members of the teaching profession are qualified to assist in formulating policies and programs designed to improve educational standards; and

WHEREAS, the parties, following professional negotiations, have reached certain understandings which they desire to memorialize and reduce to writing;

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1: Recognition

- A. *The Board recognizes the Association as the sole and exclusive bargaining and/or negotiating representative with respect to wages, hours and working conditions for all professional personnel, including teachers on tenure or probation, all elementary and secondary teachers, special education teachers under contract with the Mason Public Schools, guidance counselors, librarians, school social workers, GSRP teachers, and psychologists, but excluding all supervisors such as the Superintendent, Assistant Superintendent, principals, assistant principals, and all other employees whose assignments are principally supervisory or administrative within the meaning of PERA (Public Employment Relations Act), and all other employees.*
- B. *The term "Association" as used in this Agreement shall mean the MDMEA (Mason District of the Michigan Education Association) and employees of the District who are authorized officers and agents of the MDMEA. The ICEA officers and agents shall have the right to bargain collectively for a new Agreement on wages, hours and working conditions for newly created jobs within the bargaining unit and shall have the right to determine if a grievance shall go to arbitration as specified in Level Four of Article VI. All other rights shall accrue to the MDMEA, its officers or agents.*
- C. *The term "teacher" when used in this Agreement shall refer to all employees within the foregoing bargaining unit description and reference to the masculine gender shall include the feminine gender and vice versa.*
- D. *The parties recognized that the MDMEA is the exclusive bargaining agent for the members/positions described in the recognition clause of this agreement.*

It is recognized that the bargaining agent has the responsibility of supporting all employees of the bargaining unit by enforcing the provision of the master agreement.

- E. *Under current law a teacher who substitutes one hundred fifty (150) days of student instruction in one school year shall be entitled to be offered a full time vacant position for*

which they are certified and qualified for the balance of the school year or the next school year provided all other members of the bargaining unit are employed. Said rights shall be accorded to substitute teachers in Mason provided the law is not changed.

- F. *If the Board creates a new bargaining unit position, it shall notify the Association of the position, together with the job description where appropriate, prior to permanently filling same and further, agrees to commence negotiation on wages, hours and working conditions. In the event of a dispute as to the inclusion of the position within the bargaining unit, either party may file a unit clarification petition with MERC for its determination of the dispute.*

ARTICLE 2: Board Rights and Responsibilities

- A. *The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right;*
1. *To the executive management and administrative control of the school system and its properties and facilities, and the school related activities of its employees;*
 2. *To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.*
 3. *It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum.*
- B. *The employer has the right to establish reasonable policies and regulations governing appropriate conduct of employees.*
- C. *The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof as are in conformance with the Constitution and laws of the United States.*

ARTICLE 3: Association Rights and Responsibilities

- A. *Pursuant to the Michigan Public Employment Relations Act, as amended, the Board hereby agrees that every teacher shall have the right to freely organize together or to form, join or assist in labor organizations to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection. Further, the Board agrees that it will not directly or indirectly encourage or discourage, deprive or coerce any teacher in the enjoyment of any of the rights covered by Michigan Public Employment Relations Act, as amended, or other laws of the State of Michigan or the Constitutions of the State of Michigan or the United States; that it will not discriminate against any teacher with respect to hours, wages, terms or conditions of employment by*

reason of their membership or non-membership in the Association, their participation or refraining from participation in any lawful activities of the Association or in collective professional negotiations with the Board of Education or of their institution of any grievance pursuant to this Agreement or any proceeding pursuant to law.

- B. The Board and the Association specifically recognize the mutual right to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency.*
- C. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary; capricious; or discriminatory relative to all classes protected by law.*
- D. The Association shall be duly advised by the Superintendent of fiscal, budgetary, and tax programs affecting the District. The Association shall, whenever feasible and at the request of either party, have the opportunity in advance to consult with the Superintendent or their designee with respect thereto prior to general publication.*
- E. In response to reasonable requests, the Board agrees to make available to the Association all available public information.*
- F. The Association and its members shall have the right to hold their professional meetings in school buildings after working hours provided same shall not conflict with other previously scheduled meetings.*
- G. Equipment shall be available for Association use at all reasonable hours without cost to the Association. The Association shall pay for the reasonable cost of all materials and supplies incident to the use of said equipment. The use of facilities and equipment shall not interfere with the instructional program. The Association agrees to reimburse the Board for any damage to school equipment which is entrusted to its use or care. Any dispute which may arise as to the liability for damages shall be subject to the grievance procedure.*
- H. The Board shall make available in each school, restrooms and lavatory facilities exclusively for school personnel, except when accommodations are mutually approved by the building administration and teachers.*
- I. The Association may use the teacher mailboxes for communications to teachers. The District shall be reimbursed at the appropriate rate if the Association uses the school mail service. All such communications will be authorized by the Association.*
- J. If the Board and the Association agree to negotiate during the school day, any teacher so negotiating shall be released from regular duties without loss of pay.*
- K. The Association Officers shall have fifteen (15) days of release time to coordinate Association business. Said days will be granted to individual members by the Officers of the Association upon prior notification to the building principal. The Superintendent may approve additional days. The Association shall reimburse the Board of Education for the cost of a substitute provided one is hired in the teacher's absence.*

- L. *Association Officers and members shall not use work time, as defined in this agreement, to conduct the internal administration of the Association.*
- M. *The rights extended in this Article shall be limited to employees of the Board and not to members of the Association who are employees of other school districts in this state.*
- N. *A room shall be provided for use as a faculty lounge. A bulletin board for bargaining unit member use shall be provided in said lounge. The Association shall have the right to post notices of its activities and matters of Association concern on said bulletin boards.*

ARTICLE 4: Teacher Rights and Responsibilities

- A. *The Board agrees that the administration will give all necessary assistance to teachers with respect to the maintenance of control and discipline in the classroom. Teachers agree to help supervise students throughout the school building and during assemblies, field trips, safety drills, and special programs.*
- B. *The Board recognizes that a teacher may use such reasonable force as is consistent with Board policy 5630.01 and the Michigan Department of Education policies on seclusion and restraint and is necessary to maintain order and control in a school or a school related setting for the purpose of providing an environment conducive to safety and learning. In maintaining that order and control, the person may use physical force upon a pupil as may be necessary for any of the following:*
 - 1. *To restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of school district or public-school academy functions within a school or at a school-related activity, if that pupil has refused to comply with a request to refrain from further disruptive acts.*
 - 2. *For self-defense or the defense of another.*
 - 3. *To prevent a pupil from inflicting harm on himself or herself.*
 - 4. *To quell a disturbance that threatens physical injury to any person.*
 - 5. *To obtain possession of a weapon or other dangerous object upon or within the control of a pupil.*
- C. *A teacher may temporarily dismiss a pupil from class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish in writing, as promptly as their obligations will allow, full particulars of the incident to the principal. The principal, or their designee, shall respond to the teacher in writing as soon as possible concerning the disposition of the matter.*
- D. *Any case of assault upon a teacher by a student which had its inception as a school-centered problem shall be immediately reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of their rights and obligations with respect to such assault and shall render the necessary assistance.*

- E. *Any teacher, who is threatened physically, verbally, or in a written manner by a student, or has a student who displays a persistent, documented pattern of extreme behavior, shall have the right to request that the student be removed from their classroom. A request resulting from a threat by a student shall be submitted in writing to the building principal who shall initiate a formal risk assessment of the student's threatening behavior, as appropriate. A request made regarding extreme behavior shall be submitted in writing and must include a statement describing how a change in placement would benefit the student. A formal risk assessment may be initiated for extreme behavior requests. A staffing of the student involving relevant school and other professional personnel shall be conducted to determine the outcome of the teacher's request for removal of the student. Teachers who disagree with the decision rendered by the staffing group may appeal to the Superintendent.*
- F. *If any teacher is complained against or sued as a result of any appropriate action taken by the teacher, while in pursuit of their employment and such action is not covered by liability insurance, the Board will provide legal counsel to advise the teacher of their rights and obligations.*
- G. *Time lost by a teacher in connection with any incident referenced in sections D and E of this Article shall not be charged against the teacher unless they are determined to have been negligent.*
- H. *Written complaints from parents/guardians will not be placed in a teacher's personnel file.*
- I. *The parties recognize that in unusual circumstances, it is the Board's policy to reimburse teachers for loss, damage, or destruction of clothing or personal property while on duty.*
- J. *An Administrator will notify teachers of their Weingarten rights before discussing alleged misconduct. The Administrator will provide the teacher with an opportunity to obtain or waive association representation prior to discussions or prior to an investigatory interview. Alleged breaches of conduct shall be promptly reported to the teacher and to the Association (if the teacher elects to utilize association representation). Teachers shall at all times be entitled, upon request, to have a representative of the Association present when they are being investigated, warned, reprimanded, or disciplined. When a request for such representation is made, a meeting will be scheduled by mutual agreement with the teacher, the Association, and the district. No investigatory or disciplinary action will be taken until said meeting, which shall not be unreasonably delayed.*

After completion of an investigation, if discipline is to be imposed, the teacher shall receive written notice of the discipline and a copy of the discipline shall also be placed in the teacher's file. Teachers will have the right to submit a written response to the discipline as an attachment to the disciplinary record in the personnel file.

A teacher may only be discharged, demoted or otherwise disciplined for a reason that is not arbitrary or capricious. In all instances, discipline, discharge and demotion shall occur in accordance with the statutory requirements under the Teacher Tenure Act and the Revised School Code.

Discipline may include, but is not limited to:

- 1. written warning;*
- 2. written reprimand;*
- 3. suspension (paid or unpaid);*
- 4. discharge;*

The District does not have to apply discipline in a progressive manner, but, rather, may impose discipline consistent with the seriousness of the teacher's conduct, as determined by the District. Additionally, nothing in this policy limits the District's right to take other appropriate action, such as placing a teacher on administrative leave during an investigation or issuing a counseling memorandum, which is considered instructional, not disciplinary.

Non-disciplinary counseling memorandums shall be removed from a teacher's personnel file after a three (3) year period, if both the teacher has requested the removal and the teacher has not received additional counseling memorandums or discipline during the three (3) year period.

- K. Teachers are protected from working under unsafe, unhealthy, or hazardous conditions or performing tasks which endanger their health and safety. Such conditions should be reported by the teacher, in writing, to the principal.*
- L. If the Board receives a Freedom of Information Act request concerning materials contained in a teacher's personnel file, it will notify the Association and the teacher prior to, or at the time of fulfilling the request. If requested by the teacher, the Board will furnish copies of the materials to the teacher. If other requested materials are not in the personnel file and the teacher is named in or if any materials specific to a teacher are provided in response to the Freedom of Information Act request, then the foregoing shall also apply.*
- M. In the event a teacher is subjected to physical or verbal abuse/assault by a student, parent, members of the community or other employees of the District in regards to the teacher's proper duties; the teacher shall notify their immediate supervisor in writing within twenty-four (24) hours. The immediate supervisor shall determine what action is appropriate. Following such notification and action, the teacher or the Association may call for a special conference to review the situation.*
- O. A general education teacher, assigned a student with a special medical condition shall not be required to perform routine medical procedures associated with the condition, but may, by mutual agreement, perform the routine medical procedure. The teacher shall be informed and trained as to emergency measures which may be necessary on occasion due to the student's medical condition. Reasonable accommodations for the student shall be established and indicated in a written plan.*

ARTICLE 5: Payroll Deductions

- A. *Upon appropriate written authorization from the teacher, the Employer shall deduct from the salary of such teacher and make appropriate remittance for tax sheltered annuities, credit union, United Way, hospitalization and any other plans or programs jointly approved by the Association and the Board provided the District's payroll system can accommodate same.*
- B. *The Board agrees to deduct membership dues for the Association from a bargaining unit member's wage upon submission of a voluntary written authorization, in compliance with the Payment of Wages and Fringe Benefits Act, from the bargaining unit member to the superintendent or their designee.*
1. If the bargaining unit employee provides written notice to the superintendent or designee that they are nullifying their authorization from dues deductions, the Board shall have the right to immediately suspend collection of the membership dues for that specific employee.
 2. Bargaining unit members who are employed at the start of the school year may elect payroll deduction of dues until the second Friday in September. Bargaining unit members who are hired after the start of the school year will have thirty calendar days to elect for payroll deduction of dues and to submit their written authorization.
 3. Deductions will be made in equal amounts from paychecks, as authorized by bargaining unit members, beginning with the second pay following receipt of the voluntary written authorization. Members authorizing dues deductions will have dues deducted up to and including the 21st pay of the contract year.
- C. Upon receipt of authorized payroll deductions of Association dues, assessments, and contributions to the Association, the Board shall transmit these payments promptly to the Michigan Education Association via ACH. Accompanying the distribution of payments will be a report indicating amounts attributable to each bargaining unit member, with the member's name and employee ID number. The Association will provide a spreadsheet template for the ease of reporting information.
- D. The Board shall not process monies for Political Action Committee donations or other similar funds of the Association or its affiliates.
- E. In the event any individual or entity files any complaint or claim against the Board (which includes its agents, employees, and officers) regarding dues deduction, the Association agrees to indemnify, defend, and hold the Board harmless against all costs, fees, claims, demands, suits, or other forms of liability that may arise out of or by reason of action by the Board for the purpose of complying with the Agreement to deduct Association dues set forth above. Further, the Board shall be held harmless for the assessment and collection of Association dues and the imposition of any penalties related to an employee's non-payment of Association dues. Any alleged violation of this term is not subject to the grievance process.

ARTICLE 6: Grievance Procedure

- A. *A grievance shall be defined as an alleged violation of the express terms of this Agreement.*

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- 1. The termination of service of or failure to re-employ any probationary teacher.*
- 2. The termination of services or failure to re-employ any teacher to an extra duty position.*
- 3. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).*

- B. *The Grievant may designate an Association member or MEA staff as their representative in the grievance process. The Board hereby designates the principal of each building to act as its representative at Level One, and the Superintendent or their designated representative, to act at Level Two.*

- C. *The term "days" as used herein shall mean days on which school is in session. During the summer months, days shall refer to Monday through Friday excluding holidays. By mutual agreement, the parties may extend timelines. All extensions shall be in writing.*

- D. *A written grievance as required herein shall contain the following:*

- 1. It shall be signed by the grievant(s);*
- 2. It shall be specific;*
- 3. It shall contain a synopsis of the facts giving rise to the alleged violation;*
- 4. It shall cite the section or subsections of this Agreement alleged to have been violated;*
- 5. It shall contain the date of the alleged violation;*
- 6. It shall specify the relief requested.*
- 7. Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the time limits set forth herein.*

- E. *Level One – Principal*

- 1. A teacher believing themselves wronged by an alleged violation of the express provisions of this Agreement shall orally discuss the grievance with the building principal in an attempt to resolve same.*

2. *If no resolution is obtained, the teacher shall reduce the grievance to writing and file it with the principal within ten (10) days of its alleged occurrence or within ten (10) days of when the grievant could have reasonably been expected to have knowledge of its occurrence. By mutual agreement between the Association and the District, the ten (10) day time period at the onset of the grievance may be extended.*
3. *The principal shall arrange a meeting with the grievant and/or designated representative and issue a written decision to the grievant and association representative within ten (10) days of receiving the written grievance. If the grievant is not satisfied with the principal's written response or no response is received, the grievant or Association may proceed to level two within ten (10) days of when the response was due.*

D. Level Two – Superintendent

1. *To appeal the decision a copy of the written grievance shall be filed with the Superintendent, or designee.*
2. *The Superintendent or designee shall arrange a meeting with the grievant and/or designated representative and issue a written decision to the grievant and Association representative within ten (10) days of receiving the written grievance. If the grievant or Association is not satisfied with the Superintendent's written response or if no response is received, the Association may proceed to level three within ten (10) days of when the response was due.*

G. Level Three - Board of Education

1. *To appeal the decision a copy of the written grievance shall be filed, together with the decision of the Superintendent, with the secretary of the Board.*
2. *The Board may, at its sole discretion, waive its right to hear the grievance. In which case the union may proceed to the next step of the grievance procedure.*
3. *However, in the event the Board exercises its right to hear the grievance, the following procedure shall be observed.*
4. *Upon proper application as specified in Level Two, the Board shall allow the teacher and/or their Association Representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within ten (10) days from the hearing of the grievance, the Board shall render its decision in writing, subject to a., below.*
 - a. *The Board may hold future hearings, may designate one (1) or more of its members to hold future hearings thereon or otherwise investigate the grievance provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing.*

- b. Copies of the written decision of the Board shall be forwarded to the Superintendent, the principal of the building in which the grievance arose, the grievant, and the president of the Association.*

H. Level Four – Arbitration

- 1. Individual teachers shall not have the right to process a grievance at Level Four.*
- 2. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the decision of the Board, notify the Superintendent or designee in writing that it desires to refer the matter to arbitration. If the parties cannot agree upon an arbitrator, the Association shall refer the matter to the American Arbitration Association for selection of the Arbitrator. The hearing shall be conducted in accordance with the rules of the American Arbitration Association.*
- 3. Neither party may raise a new defense or ground at Level Four that was not previously raised or disclosed at other written levels.*
- 4. The decision of the arbitrator shall be final and conclusive and binding upon teachers, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.*
- 5. The powers of the arbitrator are subject to the following limitations:*

The Arbitrator:

- a. Shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.*
- b. Shall have no power to establish salary scales or to change any salary.*
- c. Shall have no power to change any practice, policy or rule of the Board nor substitute their judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.*
- d. Shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall construe the Agreement such that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.*
- e. Shall have no power to interpret state or federal law.*
- f. Shall not hear any grievance previously barred from the scope of the grievance procedure.*

6. *After a case on which the arbitrator is empowered to rule has been referred to them, it may not be withdrawn except by mutual consent.*
7. *No more than one (1) grievance shall be considered by the arbitrator at the same time except upon the written consent of the parties.*
8. *The cost of arbitration shall be borne equally by the parties. Each party shall assume its own cost for representation including any expense of witnesses.*
- I. *Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified or leave the employ of the Board (except a claim involving a remedy directly benefiting the grievant regardless of their employment), all further proceedings on a previously instituted grievance shall be barred. All extension of timelines will be agreed to in writing. Should the Board fail to respond to a grievance within the time limits specified, the grievance will be considered to have been moved to the next level*
- J. *All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association Representative are to be at their assigned duty stations except as mutually agreed otherwise.*
- K. *Where no monetary loss has been caused by the action complained of, the Board will be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.*
- L. *Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.*

ARTICLE 7: Working Conditions

- A. *Hours*
 1. *The Association recognizes that each teacher is expected to be punctual and regular in their attendance. In the event teachers deviate from established hours, the Association encourages principals to take positive action in eliminating such deviation.*
 2. *Teachers agree:*
 - a. *To be in their buildings ten (10) minutes prior to the beginning of the school day.*
 - b. *To be at their assigned place of duty five (5) minutes prior to the beginning of the school day.*
 - c. *To be in the immediate area of their assigned duty stations during passing time prior to the period following lunch and/or preparation periods.*

- d. *To leave no earlier than five (5) minutes following the dismissal of school, whether a half or full instructional day, except with permission from the building principal. With the exception of scheduled professional development or parent teacher conferences, Teachers are released from work five (5) minutes following the dismissal of school on instructional half-days.*
3. *Work hours may be adjusted by mutual agreement between the teacher and administrator. Staff would be informed of any situations involving adjusted work hour opportunities and have the ability to express interest in the opportunity.*
4. *All teachers shall be entitled to a duty-free, uninterrupted lunch period of at least thirty (30) minutes during which they may leave the building after notice to the office.*

In addition to the foregoing, teachers assigned to the K-5 levels shall be entitled to a ten (10) minute planning period which is contiguous to the lunch period.

The administration will evaluate the structure of the lunch hour to enable teachers to have the ten minute planning time free of students.

5. *Classroom teachers in grades K-5 shall be provided an average of 290* minutes of released preparation/conference time during the student instructional day each week except in the event of a reduction in staff and/or programs. Each full-time K-5 classroom teacher will be provided with six (6) planning times per week, with each of the six planning times being a minimum of 30 minutes. Partial classroom teacher's planning time will be prorated accordingly.*

When scheduling specials the highest priority will be to minimize the number of days where K-5 teachers have no prep time. Some consideration shall be given to teacher preferences and upper elementary versus lower elementary needs. Excess planning time for specials teachers will be used for program enhancement in a manner collaboratively decided by the teacher and building principal.

Each elementary school improvement team may explore innovative scheduling of preparation time.

6. *Full time classroom teachers in grades 6-12 shall have one (1) unassigned preparation period per day equal in length to an academic period. Part-time classroom teachers in grades 6-12 will receive preparation periods in accordance with the following:*

<i>a.</i>	<i>Teaching Periods</i>	<i>Preparation Pro-ration</i>	<i>Teaching Periods</i>	<i>Preparation Pro-ration</i>
	1	17%	1	20%
	2	33%	2	40%
	3	50%	3	60%
	4	67%	4	80%
	5	83%	5	100%
	6	100%		

- b. This method of pro-ration takes into account the existence of a preparation period in each teaching day. Part-time teachers will be expected to report for work ten (10) minutes before their first class, if the majority of their assignment is in the first half of the day or stay five (5) minutes after their last class, if the majority of their assignment is in the second half of the day. Part-time teachers will also be expected to be in the building for an amount of time equal to their pro-rated preparation period.*

7. *As part of the weekly preparation time, each teacher must plan for scheduled intervention periods.*

8. *Meetings*

- a. All teachers will consider it a professional obligation to attend and agree to be available the equivalent of one (1) hour per week in addition to the basic school day for a building meeting called by the principal (not to exceed 20 per year). An unscheduled meeting may be called by the principal for emergency reasons.*

The Superintendent may call general staff meetings not to exceed four (4) in any school year and teachers will consider it a professional obligation to attend. The Superintendent may call further meetings in emergency situations after consultation with the Association President.

It is understood that teachers, when requested by the Special Education Director or Building Principal, shall attend IEPs and other meetings as determined appropriate by the supervisor. Wherever reasonably possible, these meetings will take place during regular, established hours with minimum disruption of normal planning time. Teachers will receive the professional hourly rate for IEP meetings taking place outside of the regular workday.

9. *All teachers will consider it a professional obligation to attend the following each school year:*

Student Welcome Event/Open House: 1 hour
Parent Teacher Conferences: 15 hours

Any variation of the aforementioned schedule may be adjusted with approval of the building principal and building School Improvement Team.

In addition to the foregoing, all teachers are encouraged to attend High School Commencement and other after school student activities.

Any teacher who completes the parent-teacher conferences prior to the end of the conference schedule may leave the building with the permission of the principal, who will not unreasonably withhold such.

Parents/Guardians will sign-up for parent-teacher conferences electronically, when possible. Parents/Guardians will have the option of in-person or virtual conferences. Individual parent-teacher conferences will not be added to the schedule on the same date that the conference is to occur, without the agreement of the Teacher. A requested conference that is not added to the schedule on the date of conferences will be scheduled for another date.

10. *The Board will employ a sufficient number of lunchroom and playground aides at the elementary schools to supervise the student lunch/recess period.*
11. *Teachers will be available on a rotation basis for consultation with the lunchroom/playground aides when the building principal is not available during the lunch period.*
12. *Any teacher who substitutes in the absence of the building principal, as a consultant to the lunchroom and playground aide(s) during the student lunch/recess period, shall be compensated at the hourly rate established in Appendix B for Professional hourly rate. It is understood that the building principal must authorize the compensation prior to payment.*
- a. *Prior to the first student day in each building, a list of playground regulations will be jointly developed by teachers and the building principal.*
- b. *A copy of the regulations will be provided to each teacher and each lunchroom and playground aide prior to the first student day in each year.*
- c. *When it will be necessary for the principal to be absent during the student lunch/recess period they will notify the consultant prior to the lunch period.*

13. *A K-5 teacher may choose to take their class outside for recess daily [twenty (20) minute maximum] and provide direct supervision for the students.*

A 1:2 or 2:3 teacher to classroom ratio for recess supervision is allowable on an occasional basis, with occasional being defined as up to three times per week.

The teacher remaining indoors must be supervising and/or assisting students. If no students remain indoors, all teachers would need to be providing recess supervision.

Elementary recess must end by 3:00 p.m.

Any variation of the aforementioned points needs prior approval of the building principal.

14. *Probationary teachers fulfilling the fifteen (15) days of professional development as required by law will be paid at their per diem rate for reporting to work for the New Teacher Academy Day prior to the first returning-teacher day for District sponsored Professional Development.*
15. *Teachers who are assigned partial FTE schedules shall work a pro-rated amount of time as defined by the posting or administrator. The individual is expected to attend a pro-rated number of staff meetings and professional development activities.*

B. Class Loads

The teacher/pupil ratio is an important aspect of an effective educational program. The parties agree that class size should be adjusted whenever possible to meet the following maxim:

1. <u>Elementary:</u>	Kindergarten	26
	Grades 1-2.....	26
	Grades 3-6.....	28
	Split Sections.....	24
	Special Education	15

- a. *Class loads will be adjusted as appropriate within ten (10) working days of a count completed at the end of the second week of the school year and the beginning day of each successive marking period thereafter for grades K-6.*
- b. *Elementary specials in grades K-5 shall be governed by the above class sizes. Sixth grade physical education and instrumental and vocal music teachers shall be consulted as to class size before the class schedule is established. Sixth grade physical education and instrumental and vocal music sections are exempt from overload compensation.*

- c. *Prior to the first full week of school and prior to establishing class schedules, elementary specials teachers will be consulted by their respective building principals regarding their class schedules.*
- d. *Within each building the disparity in class size at the same grade level will not exceed four (4) students. Once the school year begins, the disparity will be addressed by placing new students in the class with the lower student count. This subsection d. may be altered by mutual agreement of the Board and Association.*

2. Secondary: *Class size maximum is 28 students, with the following exceptions:*

Technology Education...Limited to 1 computer per student, not to exceed 28

H.S. pottery limited to 2 students per wheel, not to exceed 28

Composition.....24

Physical Education.....34

a. *Secondary instrumental and vocal music teachers shall be consulted as to class size before the class schedule is established. Physical education and instrumental and vocal music sections are exempt from overload compensation.*

b. *In grades 7-12, if the daily load is below the maximum, individual class size may exceed class size maximum by no more than two (2) students in not more than one-half of the teacher's assigned classes. By mutual agreement between the teacher and administrator, the maximum may exceed three (3) students in any one hour. If daily load is at the maximum, individual class size may exceed class size maximum by no more than one (1) student.*

*Example: Below daily load based on 24 maximum class size
26 + 26 + 22 + 23 + 22 = 119*

*Example: At maximum daily load based on 24 maximum class size
24 + 25+25+ 22+ 24 = 120*

c. *Section b. above shall not apply to those classes which are designated as limited to the number of teaching stations. If safety concerns exist, an aide will be provided upon the mutual agreement of the teacher and administration.*

d. *The disparity in class size between the same courses offered the same hour will not exceed four (4) students. The necessary adjustments will be made up to, but not including, the first student day of the semester. Once the semester begins, the disparity will be addressed by placing new students in the class with the lower student count. This subsection d. may be altered by mutual agreement of the Board and Association.*

3. *Should a teacher feel that they have been assigned an imbalance of students with special needs, they may request, and shall be granted, a hearing with the building principal for the purpose of justifying and/or exploring alternative solutions. If the teacher is not satisfied with the principal's disposition, they may appeal to the Superintendent for a review.*
4. *Special education class loads shall not exceed state standards except in cases where a deviation has been permitted by the State Department of Education. Copies of the deviation requests for special education class loads will be provided to the Association President upon submission to the Department of Education.*
5. *In the event the listed maximum is exceeded in any K-6 class, the teacher will receive \$400 per overload student per trimester (or the appropriate pro-rated amount for a partial trimester or prorated amount for overloaded Specials section(s)):*
 - a. *Elementary classrooms may be overloaded by one (1) or two (2) students.*
 - b. *Through mutual agreement between the teacher and administrator, elementary class maximums may be exceeded by three (3) or more students. Where the overload is three (3) or more students, an aide will be provided for the entire school day for each classroom exceeding the specified maximum, if the teacher so desires.*
6. *In the event the listed daily maximum load is exceeded for an individual teacher in grades 7-12, the teacher will receive \$400 per overload student per trimester (or the appropriate pro-rated amount for a partial trimester):*
 - a. *Secondary daily class loads may be overloaded by one (1) or two (2) students.*
 - b. *Through mutual agreement between the teacher and administrator, secondary maximum daily loads may be exceeded by three (3) or more students.*

- C. *The parties acknowledge that the policy of Least Restrictive Environment is legally mandated. It is also recognized that the extent to which any special education student should participate in regular education programs and services involves consideration of that student's unique needs as determined by an Individual Educational Planning Team (IEPT). It is further acknowledged and recognized that the general education classroom teacher and the appropriate special education teachers are jointly responsible for the implementation of the IEP and for attending to the educational needs of special education students assigned to the teacher's class.*
1. *The Least Restrictive Environment process is hereby established.*
 - a. *Section C shall only apply to identified special education students in the following categories: MOCI, MICI, EI, and AI and the medically fragile.*
 - b. *The participant in the process will be the IEP team.*
 - c. *The team shall convene upon written request of a general education teacher who is seeking assistance in resolving problem(s) related to a mainstreamed student in their classroom. The team shall convene within five (5) workdays of receipt of the teacher's request.*
 - d. *The teacher's request will provide evidence that they have reasonably exhausted avenues of available assistance and guidance from special education staff and their building principal. Additionally, the teacher will provide a written description of the problem(s) and propose solution(s) for the team's consideration.*
 - e. *After its review, the team may issue a written recommendation in response to the teacher's request for assistance. The written recommendation of the team will be submitted to the Director of Special Education for review and consideration.*
 - f. *The Director of Special Education will submit their recommendations in writing following a review of the teacher's request and team's recommendation. A copy of the recommendation will be forwarded to the teacher and team members within five (5) workdays of receipt of the team's recommendation.*
 2. *The student's special education teacher will have the responsibility of contacting the general education teacher(s) for purposes of sharing pertinent information, discussing the special needs of said students and addressing other appropriate issues as same may arise. With respect to MOCI, MICI, EI and AI special education students, the special education teacher will have the responsibility for contacting the general education teacher(s) prior to the student entering the regular education classroom(s) or as soon as is practicable.*
 3. *When a general education classroom teacher is assigned a student from a special education program for severely impaired students (PI, OHI, MOCI, MICI, EI, AI, and the medically fragile), the teacher shall not be expected to perform routine, scheduled maintenance of an apparatus used by the student to sustain*

their bodily functions nor render routine scheduled care or maintenance of exceptional bodily functions (e.g. tracheotomy, etc.) related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. Otherwise, it shall be the teacher's responsibility to implement the student's individualized educational plan and to attend to the educational needs of the student while in the teacher's class.

4. *The administration will make a reasonable attempt to provide for a substitute in the absence of the regularly assigned special education aide.*
5. *The Director of Special Education will attempt to group full day and half day IEPTs at all levels within the district.*
6. *Following are the provisions regarding the placement of special education students in general education classrooms:*
 - a. *Periodic training and review of special education laws and contractual rights concerning placement will be provided for special and general education teachers.*
 - b. *Communication from special education staff will occur to transition special needs students into the general education classrooms.*
7. *The parties agree that an adult aide will be hired (3-6 hours per day) at the middle school and assigned in the elective or exploratory classes with the greatest safety needs due to the placement of special needs students. The placement of the aide will be at the discretion of the IEP team. Should budget constraints require the elimination of this position, the placement of special needs students in an exploratory or elective class, where safety is a potential concern, will be determined through the IEP process. The IEP team will also will determine if an aide placement is necessary.*

D. Miscellaneous

1. *The Board or its representatives agree to meet with the duly designated representatives of the Association to review core educational programs every 5-7 years (and upon request for electives/specials) for the purpose of improving the selection and use of those programs.*
2. *Within reason, the district and/or building administrator will take the necessary steps to address those instances when classroom temperatures are extremely hot or cold and are not conducive to teaching and learning. Extreme temperature concerns should be reported to the building office, who will have the temperature issue verified and addressed. Persistent, extreme temperature fluctuations can be reported through the electronic maintenance help portal. It is understood that, where heating and cooling equipment and systems allow, classroom temperatures will be maintained at a level that is reasonable. Additionally, problems may be reported as part of the end-of-year check-out process.*

3. *The Administration will be responsible for printing student names, addresses, and birth dates on CA 60 Kindergarten records.*
4. *Duties such as collecting monies will be kept at a minimum through the assignment of such tasks to non-professional personnel.*
5. *The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be advised of the electronic substitute teacher system procedure to report unavailability for work. Absences later than one (1) hour prior to the beginning of the first class period are to be reported to the building office. The Board shall accept the responsibility of acquiring substitute teachers with the following exceptions: Guidance Counselors, Social Workers and School Psychologists. Except for good cause, a teacher who fails to report an absence as specified above may be denied pay.*
6. *The Board agrees at all times to keep the schools reasonably and properly equipped and maintained. There will be available at each school adequate word processing and copying equipment for teachers' use in the preparation of instructional material.*
7. *Telephones having a reasonable degree of privacy shall be made available to teachers throughout the school system for school business and emergency personal use. Teachers will pay toll charges for personal calls.*
8. *The Board agrees that academic freedom is essential for good teaching. Only where and when necessary and based only on accepted standards of professional educational responsibility, shall limitations be placed upon the study, investigation, presentation and interpretation of facts and ideas concerning man, human society, the physical and biological world and other branches of learning.*
9. *It shall be a violation of this Agreement to initiate discussion of Association business in class or to use the student-teacher relationship to promote personal or Association positions.*
10. *All teachers in a given subject or a given grade level shall be required to follow the curriculum guide or text for that subject or grade level unless granted specific permission by the Administration to do otherwise.*
11. *The final report card for all students will be provided electronically, when possible.*

ARTICLE 8: Calendar

- A. *The calendar(s) as set forth in Appendix C is designed to coordinate the shared services in the county for Mason students. Any modification in said calendar(s) shall be by mutual agreement between the parties.*
- B. *When weather conditions, mechanical malfunctions and/or other emergencies or Acts of God close schools to students, teachers shall not be required to report for work.*
 - 1. *When school is closed for the above reasons, teachers will be notified.*
 - 2. *Section 388.1701 of the State School Aid Act of 1979 requires the district to provide a minimum number of days and hours of student instruction to receive full state aid. Teachers will be expected to report for work on any days that are rescheduled in order to satisfy these requirements at their regular rate of pay.*
 - 3. *A teacher who is on paid leave when school is closed for the above reasons shall suffer neither loss of salary nor loss of leave time.*
- C. *Should the State Aid Act be changed, the parties agree to renegotiate any necessary provisions to ensure the District receives full state aid.*
- D. *In the event the parties have miscalculated the state-mandated hours/days of student instruction for the duration of this Agreement, same shall be subject to further negotiations except that there will be no additional compensation.*

ARTICLE 9: School Improvement, Committee Assignments, and Professional Development

- A. *For those teachers participating on a School Improvement Team/School Based Leadership Team, as a Curriculum Council Teacher Leader, on the Professional Development Committee, or on the District Diversity Committee, the Professional Hourly rate will be paid for work/meetings pre-approved by an administrator and performed outside of the contractual workday and calendar.*
- B. *Participation on legally mandated committees shall be voluntary unless sufficient volunteers are not available.*
- C. *Each teacher is encouraged to improve professionally. Professional development programs will be provided/developed cooperatively by the administration, Board and staff. It is suggested that professional development be offered in part, on school time. The time period for professional development activities that occur on non-student days shall be defined as follows: full day - 8:00 a.m. – 3:00 p.m. and an A.M. half day 8:00 a.m. – 11:00 a.m.*
- D. *All teachers shall be expected to participate in professional development programs formulated with the cooperation of the Board, the administration and the teachers, unless excused for a period of time because of illness or some other unavoidable cause, or for attendance at approved professional development that has been recorded on the District Provided Professional Development Opt-Out Form.*

- E. *The Board and the Association recognize the need for professional development, and, therefore, encourage teachers to enroll in college or university courses related to their instructional responsibilities.*
- F. *Upon application, the Board may provide the necessary funds for teachers who desire to attend select professional conferences and Michigan Department of Education Curriculum Committee meetings. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation.*
- G. *There shall be a Professional Development Committee on which at least one association member from each school building serves, with the balance of the committee appointed by the Board. The Committee shall do the following:*
- *Oversee the professional development opt-out form.*
 - *Collect data annually to identify professional development needs and collaborate with administration to develop the priorities for professional development.*
 - *Address other related matters as it may determine.*
 - *In accordance with Public Act 25 of 1990 as amended, Professional Development activities will be determined, in part, through the School Improvement Process.*
- H. *At the request of the Association, or on the Board's initiative, arrangements may be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.*

ARTICLE 10: Qualifications

- A. *Pursuant to the Administrative Rules Governing the Certification of Michigan Teachers, the Board requires that anyone employed as a professional staff member with instructional responsibilities in an elementary or secondary school in this District hold a certificate, permit, temporary/interim authorization, or vocational authorization valid for the positions to which they are assigned, and that the individual meets the established criteria to be highly qualified in their assignment.*
- B. *Upon the written request of the teacher and approval by the Superintendent or designee, the Board will pay for the needed training, course work, workshops, etc. for teachers assigned to teach in areas where they have no previous training or classroom experience. Teachers applying for vacancies or transfer for which they do not possess the required certification, may make a request for the Board to pay or reimburse for the needed training, coursework, and state exams, subject to approval by the Superintendent or designee.*

- C. *Any assignments in addition to the regular load during the school year shall not be obligatory, but shall be with the consent of the teacher. Preference in making extra-duty assignments as set forth in Appendix B will be given to tenured teachers regularly employed in the District if they are equally qualified to other applicants.*
- D. *In the event there are changes in the law or if the law is repealed, the Association and Board agree to bargain the impact on wages, hours and working conditions.*
- E. *The Board agrees to reimburse members for the cost of teacher re-certification, with the Michigan Department of Education. As of January 1, 2005, employees will be reimbursed for successful completion of the Michigan Test for Teacher Certification (MTTC) in areas based on District needs.*

ARTICLE 11: Special and Student Teaching Assignments

- A. *Teachers who supervise student teachers shall be tenured and possess a Bachelor's Degree. Supervision of a student teacher shall be voluntary.*
- B. *The Association agrees to accept student teachers as honorary members and include them in appropriate Association meetings and activities.*
- C. *Should remuneration be received by the Mason School District as a result of providing student teaching experience, such funds shall be spent following the sponsoring organization's guidelines and the District's purchasing procedures. In the event that an agreement cannot be reached regarding the use of the funds, a committee of administrators and teachers will be formed.*

ARTICLE 12: Shared Jobs

For purposes of this Agreement, job sharing shall be considered a partial leave of absence for full time personnel. It is understood that teachers electing job-sharing positions are not eligible for unemployment compensation.

- 1. *The parties agree that job-sharing arrangements shall be restricted to two (2) teachers sharing one (1) full time position.*
 - a. *Agreement to share a full time job shall commit the teacher(s) for not more than one (1) year and shall expire with the last workday of each school year.*
 - b. *The teacher(s) shall have the options of requesting the renewal of the established shared job, requesting the granting of another shared job or returning to a position subject to the provisions of Article 15, section A.1.*

2. *Job share requests must be made annually and include the teachers' names and the grade-level in which the job share is being requested if a specific grade level is desired. The job share request must be presented, in writing, to the Superintendent prior to April 15 of the school year prior to the following school year in which the proposed shared job would occur. The superintendent or designee shall notify the teachers involved with approval or disapproval by May 15 of the school year prior to the following school year in which the proposed shared job would occur.*
3. *If the job share request is approved, the teachers and building principal involved shall collaboratively produce a job share plan by June 15 of the school year prior to the following school year in which the proposed shared job would occur:*
 - a. *The job share plan shall include a schedule of days and times that each teacher would be responsible for teaching and designate the responsibility for each class or subject, e.g. one (1) semester on, one (1) semester off; mornings and afternoons; class hours at secondary level, etc.*
 - b. *The job share plan shall include a brief description of how the following responsibilities are to be shared:*
 1. *parent-teacher conferences*
 2. *grade level meetings*
 3. *building staff meetings*
 4. *in-service education sessions*
 5. *half days of school*
 6. *communication with immediate supervisor and the process to be used*
 7. *mutual planning time/individual planning time*
 8. *other appropriate responsibilities*
4. *The job share shall become final upon approval by the principal and Superintendent after completion of such plans.*
5. *Whenever possible, teachers in a shared job shall substitute in the other's absence at the established substitute rate.*
6. *Teachers in a shared job shall accrue seniority and salary schedule credit as if employed full time. Teachers working only one (1) semester in a shared job will have seniority accrual only through the semester worked.*
7. *Teachers in a shared job shall receive the pro-rata share of salary which reflects the fraction of time the position is shared and as provided at Appendix A of the Master Agreement.*
8. *Sick leave and personal leave shall accrue and be credited on a pro-rata basis as provided in Article 1 of the Master Agreement. Teachers sharing one (1) full time position shall receive a pro-rata portion of one (1) full time fringe benefit package.*
9. *Employment in a shared job is subject to the terms and conditions outlined in this Article and the Master Agreement negotiated between the Board and the Association.*

ARTICLE 13: Mentor Teacher

- A. *A mentor teacher shall be an experienced teacher that has demonstrated the knowledge and skill necessary to serve as a mentor.*
- B. *Each teacher in their first three (3) years in the classroom shall be assigned one or more mentor teacher(s) by the Administration. The mentor teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a collegial fashion.*
- C. *A mentor teacher shall be assigned in accordance with the following:*
- 1. Participation as a mentor teacher shall be voluntary.*
 - 2. The mentor teacher assignment shall be for one (1) academic year subject to review. The appointment may be renewed in succeeding academic years.*
 - 3. Should either the mentor teacher or the mentee present cause to dissolve the relationship, the administration will meet with the mentor teacher and the Mentee to determine an appropriate course of action.*
 - 4. Mentees will be matched with mentors who work in the same building whenever possible.*
 - 5. Instructional support in the classroom from district personnel will be provided at the request of the mentor teacher, mentee or building administrator through the evaluation process. The individual assigned to provide instructional support would be in a non-evaluative role.*
- D. *Upon request, the Administration may provide release time so the mentor may work with the mentee in their assignment during the regular workday. Where practical, the mentor teacher and the mentee shall be assigned common preparation time.*
- E. *Mentees shall be provided with a minimum of fifteen (15) days of professional development instruction during their first three (3) years of classroom teaching.*
- F. *Performance responsibilities of a mentor teacher may include but not be limited to: work to establish a relationship with Mentee based on mutual trust, respect and collegiality; provide encouragement, support, guidance and feedback when needed; help mentee feel welcome; take part in training to enhance teaching and mentoring skills; complete periodic evaluations of Mentor-Mentee program, as requested,; contact mentees, minimally once a week, for formal or informal meetings; help mentee learn about resources, procedures, curriculum, students' needs, building and district policies, regulations and schedules; promote a smooth transition between teacher training and the actual classroom setting; facilitate three-way conferences involving the mentor, mentee and Principal; provide opportunities for mentee to observe the mentor and other teachers; share new and alternative materials, methods and resources with mentee; observe mentee's teaching in a classroom setting; conduct pre and post observation conferences; and assist mentee with goal setting.*

- G. Classroom teachers who serve as mentor teachers shall be compensated an annual amount equal to one percent (1%) of their annual contracted salary as set forth at Appendix A. Mentors will receive the one percent (1%) compensation per mentee, with a limit of two mentees per mentor.

ARTICLE 14: Vacancies, Transfers and Promotions

- A. The district will provide notification to the Association of vacant position postings.
- B. If the Board creates a new bargaining unit position, it shall notify the Association of the position together with the job description where appropriate, prior to permanently filling same and further, agrees to commence negotiation on wages, hours and working conditions. In the event of a dispute as to the inclusion of the position within the bargaining unit, either party may file a unit clarification petition with MERC for its determination of the dispute.
- C. Any teacher who shall be transferred to a supervisory or executive position in the Mason Public Schools and shall later return to the bargaining unit, shall be entitled to retain such rights as they may have had under this Agreement prior to such transfer.
- D. The Board declares its support of a policy of promotion from within its own staff; provided that the Association recognizes the Board shall not be limited in the selection of personnel to fill administrative vacancies to applicants from within the staff.
- E. Placement procedures for “teachers”, as defined under the Revised School Code Section 1249 are included in Appendix I. Placement procedures of ancillary staff are included in Appendix H.

ARTICLE 15: Seniority

- A. “Seniority” shall be defined as the number of years of teaching within the District from the most recent date of hire into a bargaining unit position.
1. Seniority shall continue to accrue for paid or unpaid leaves of absence approved within provisions of this agreement, FMLA, and military leaves.
 2. Credit given for outside experience in school districts shall not be considered for the purpose of accumulating seniority.
 3. A teacher who is employed less than full time shall accrue seniority as if they were employed full time.
 4. “Most recent date of hire” shall be defined as the date upon which the teacher is hired by the district into a bargaining unit position. This definition shall be retroactive to August 1, 1995, only and shall not affect seniority acquired prior to said date.
 5. Bargaining unit members who become District Administrators will be included on the seniority list for three years. If they return to the bargaining unit within three (3)

years, they retain all seniority (administrator and teacher). If they return after three (3) years, they retain only teacher seniority.

6. The employer agrees to provide the bargaining agent with a seniority list with the following information for each bargaining unit employee according to the following schedule.

Annually by October 15—Full Report for all Employees of this Bargaining Unit:

Name

Address

Phone

Salary step and lane

Status of employee (active, unpaid leave of absence, layoff, etc)

FTE

Hire Date

Most recent Hire Date into the MDMEA unit

Primary Work Location

The District will provide notice to the Association of new members (upon hire) and departing members (upon leaving the bargaining unit).

7. All seniority is lost when employment is severed by resignation, retirement, discharge, or transfer to a non-bargaining unit position, with the exception of the provisions of Article 15.A.5.

ARTICLE 16: Leaves of Absence

- A. *The District allocates thirteen (13) days of leave with pay for teachers to use for sickness, death, funeral and memorial services, injury or serious illness in the immediate family, or for personal business as defined in subsection E. These days will be granted to each teacher at the beginning of the school year and shall accumulate from year to year without limit.*
 1. *In the event the teacher does not serve the entire school year, their leave days will be pro-rated in accordance with their service.*
 2. *Part-time teachers who have accumulated sick leave while in a part-time position will have sick leave pro-rated until such time as they assume a full-time teaching assignment.*
- B. *The sick leave bank, detailed in Appendix D, is a cooperative project between the Board and the professional staff of the Association.*
 1. *Teachers who have exhausted their personal sick leave may make reasonable withdrawals, as determined by the Association, from the bank.*
 2. *Days borrowed from the bank shall be paid back at the earliest possible date.*
 3. *Rules governing the use of the sick bank, attached hereto as Appendix D, shall be mutually agreed upon by the Association and the Board and shall not be*

changed during the life of this Agreement except by mutual consent of the parties.

4. *Any time the sick leave bank is depleted, each teacher shall contribute one-half (1/2) day of their sick leave to a common bank to be administered by the Association.*
- C. *Sickness, as used in Section A, shall include personal physical illness, emotional stress, disabling personal injury, exposure to a contagious disease, pregnancy-related disability, and/or serious illness in the teacher's immediate family.*
1. *The term "immediate family" shall include the teacher's spouse, children, parents, parent-in-law, and siblings, or persons with whom the teacher has close emotional ties.*
 2. *If, at the beginning of any school year, a teacher is ill and unable to resume their duties and such teacher has unused accumulated sick leave days, they will be allowed to use such previously accumulated sick leave days while they remain ill and unable to work, provided they are not otherwise employed. The teacher shall not accumulate any further sick leave until they have returned to work.*
 3. *The Board reserves the right to request a doctor's certificate where abuse of sick leave is possible or in cases of extended illness, to determine the possible length of the teacher's absence. In order to qualify for pay, the teacher will be required to provide daily lesson plans for days of absence, or in cases of extended absence, up to five (5) daily lesson plans and up to three (3) weekly guidelines.*
- D. *If at the close of the preceding school year, a teacher shall not have used more than three (3) sick leave days (including personal business days) and shall have accumulated twenty (20) sick leave days, then, in the following year, the teacher shall be entitled to one (1) "earned day" to be taken at the teacher's discretion in accordance with scheduling requirements.*
1. *The teacher intending to use an "earned day" shall notify the building principal at least one (1) workday in advance.*
 2. *The principal of each building shall not be obligated to grant more than three (3) "earned days" and/or personal business days on any given day.*
 3. *"Earned days" shall accumulate up to a maximum of five (5) days at the rate of one (1) day per year. The use of an "earned day" shall not be counted as part of any other leave and the employee may elect to be compensated, at any time, at the rate of \$100.00 per day rather than take the time off.*
 4. *Teachers may donate an earned day to assist a bargaining unit member in reaching long term disability status. On a member's behalf, the Association may request an anonymous donation of earned days for this purpose. If sufficient days are not donated, the sick bank may be accessed. Applications for donated days will be processed through the existing sick bank procedures.*

- E. *At the beginning of every school year, each teacher shall be credited with three (3) personal days.*
1. *The personal days granted when used shall be deducted from the leave granted in paragraph A.*
 2. *The teacher shall notify their principal, in writing, at least one (1) week in advance of the requested date(s), except in case of emergency. Should the principal not approve the request, the teacher may appeal the principal's decision to the Superintendent. The principal of each building shall not be obligated to accept more than three (3) applications on any given day.*
 3. *With the exception of the first day of school, members may use one personal day in conjunction with a scheduled break. The use of personal days will be limited to 5 teachers at the high school, 4 teachers at the middle school and 2 teachers at each elementary.*
 - a. *The first submission for personal day scheduled break use will be by September 30th of the school year.*
 - b. *If there are more applicants than openings, a lottery will be conducted by the building principal with a union representative present.*
 - c. *If additional openings remain, a final submission is due by January 15th, with a second lottery held as needed.*
 4. *Teachers need not state the reason for the personal day at the time of application.*
 5. *The district recognizes that teachers are occasionally presented with extraordinary and unforeseen opportunities for travel/vacation. Teachers, on a once-in-a-career basis, may apply to utilize three personal business days in combination with two unpaid, excused days for the purpose of travel/vacation. Requests shall not include the first or last day of school. Requests are to be submitted to the superintendent or designee. The district reserves the right to deny a request if a pattern of absenteeism or other attendance concerns have been previously documented. Additional travel/vacation requests within a career will be denied. Limitations in 16.E.2.and 16.E.3. apply to vacation/travel requests.*
- F. *Any teacher drawing benefits under the Worker Compensation Act may elect to be reimbursed the difference between worker compensation benefits and their regular salary to the extent of the monetary value of their accumulated paid leave days provided this differential is not determined by a court or administrative agency to be a required offset under Section 354 of the Worker Compensation Statute. To the extent permitted by law, this provision shall be interpreted as a disability pension plan not to be utilized as an offset under Section 354.*

- G. *In the event a teacher is subpoenaed to appear in court for a dispute in which they are not a party, or if the teacher must report for an armed forces' physical, they will receive their full salary during such absences. Said absences will not count as leave nor be deducted from any other leave provided herein. This provision shall not apply to any situation in which the teacher is subpoenaed by the Association, to testify against the District.*
- H. *Teachers who are requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service.*
- I. *A sabbatical leave of absence may be granted to teachers upon the recommendation of the Superintendent, subject to the approval of the Board of Education. All applications for leave shall be made directly to the Superintendent for referral to the Sabbatical Leave Committee for their advisory opinion. This Committee shall consist of four (4) members, two (2) appointed by the Superintendent and two (2) appointed by the Executive Committee of the Association. The Committee shall consider among other qualifications, the following: The extent of the applicant's professional study, travel, research, growth, contributions and the purpose of the leave.*
1. *Any teacher who has been employed for at least seven (7) consecutive years by the Mason Schools may be granted a sabbatical leave of absence, not to exceed one (1) year, for the following purposes:*
 - *Approved Travel*
 - *Approved Study*
 - *Other activities as approved by the Board*
 2. *A teacher on sabbatical leave shall receive a salary equal to one-half (1/2) the salary that they would have received had they remained in the District that year. Salary will be remitted on regular pay dates during the leave period.*
 3. *Request for leave shall be submitted on or before March 1 in the school year prior to the anticipated leave period. The total number of teachers on sabbatical leave shall not exceed one percent (1%) or two (2) members of the staff, whichever is greater.*
 4. *When the teacher receives notification of Board approval of the leave, the teacher shall enter into an agreement to remain in the District for at least two (2) years upon return from said leave, or agree to repay the amount paid to the teacher during the leave period.*
 5. *Upon return from a sabbatical leave, a teacher will be placed on the appropriate step of the salary schedule as though they had been employed during the leave period. Other paid leave as provided in this Agreement shall not accrue during the leave period. All other fringe benefits will be granted.*
 6. *Leave shall be subject to all of the terms, conditions and provisions contained in Section 380.1235 of the School Code as amended.*

- J. *Upon the teacher's written request and the Superintendent's recommendation, a leave of absence without pay may be granted to a teacher for the following enumerated reasons. Unless otherwise stated below, the leave of absence will be granted or renewed at the discretion of the Board of Education. All requests for renewals shall be filed in writing not less than ninety (90) days prior to the termination of the leave.*
1. *Any teacher whose personal illness or disability extends beyond the period compensated in Section A or B of this Article shall be granted an unpaid leave of absence for such time as is necessary for complete recovery from such illness or disability or for up to one (1) year, whichever is shorter. The leave period may be extended at the Board's discretion.*
 2. *Maternity leave shall be granted for up to a maximum of one (1) calendar year, renewable at the discretion of the Board.*
 - a. *In order to obtain a maternity leave, the teacher shall request said leave at least two (2) months prior to the expected date of birth. Said request shall be filed with the Superintendent and shall be accompanied by a doctor's statement verifying the pregnancy.*
 - b. *The Board of Education will specify the beginning and ending dates of the leave of absence. The beginning and ending dates will correspond as nearly as possible with the beginning or ending of school or a semester, or the winter or spring recess.*
 - c. *A teacher may make written application to the Superintendent for reinstatement prior to the expiration of the leave period. In case of stillbirth or miscarriage, the Board of Education reserves the right, in its sole discretion, to approve an accelerated termination of maternity leave on the basis of each individual case.*
 - d. *Failure to return from a maternity leave on the date specified in said application shall be deemed a resignation.*
 - e. *A teacher returning in accordance with the provisions of this section shall retain all of the experience credit they held at the time the leave was granted.*
 3. *Upon written request, a leave of absence for up to one (1) calendar year shall be granted to a teacher adopting a child. Such leave shall be renewed at the discretion of the Board. The teacher returning to the employ of the Mason Public Schools under the provisions of this Section shall retain all of the experience credit they held at the time the leave was granted. Leave hereunder is subject to the provisions of Section K of this Article.*
 4. *Upon sixty (60) days written notice to the Board and subject to paragraphs 2 b, d and e above, the Board shall grant a leave of absence to a teacher for the purpose of caring for the teacher's infant child or child with a long-term illness or similar circumstance. Infant child is defined as twenty-four (24) months or less.*

5. *A leave of absence for military service shall be granted in accordance with Act 145 of 1943, as amended.*
 6. *Extended time off without pay, for an emergency, and at the convenience of the job, will be considered.*
 7. *The teacher may take one (1) day off without pay at the convenience of the job. Business day guidelines will apply.*
 8. *Teachers may apply for a one (1) year leave of absence to explore employment in a new career. The provisions applying to said leave shall be those which apply to a general leave.*
 9. *If an unpaid leave is needed, the District may deduct the money for the unpaid days in equal installments over the remaining pays for the contracted year.*
- K. *The Family Medical Leave Act of 1993 does not abrogate the rights of the parties under this Agreement. Where additional benefits are extended to teachers by the Act, those additional benefits will be honored by the Board. Where certain Employer rights are also granted in connection with such additional benefits, the Board shall be permitted to exercise same. To the extent that leaves of absence are granted under this Agreement, whether paid or unpaid, the rights granted hereunder will serve to satisfy the requirements of the Family Medical Leave Act to the extent permitted by law. All applications for leave pursuant to the Family Medical Leave Act will comply with Board policy.*
1. *For the teachers who have been employed for at least twelve (12) months by the District and who work at least half time, the following conditions shall apply to twelve (12) weeks of leave:*
 - a. *Any health, dental, and/or vision insurance shall be continued, with the premiums paid by the District, at the level and under the conditions the same would have been provided if the teacher had continued in employment during the leave period.*
 - b. *If the teacher does not return to work after the expiration of the leave, the teacher shall reimburse the District for the cost of the premiums paid by the District for their insurance during the twelve (12) week period of the leave, unless the teacher did not return to work due to circumstances beyond their control.*
 2. *A teacher shall use their accumulated sick leave and/or personal business leave where applicable during a leave pursuant to the Family Medical Leave Act.*
 3. *The Board reserves the right to require certification from the health care provider of the teacher or of the teacher's spouse, child or parent, as the case may be. All certification(s) shall state: the date on which the serious health condition commenced, the probable duration of the condition, and the diagnosis and intended treatment of the condition. When the leave is for a teacher's spouse, parent or child, the certification shall also state that the teacher is necessary for*

the care of such an individual and an estimate of the amount of time that the teacher is needed for such care. When the leave is for a teacher, the certification shall also state that the teacher is unable to perform the duties of their employment. The Board may require that the teacher obtain subsequent recertification on a reasonable basis.

4. *The Board reserves the right to require, at its expense, the opinion of a second health care provider designated by the Board concerning any certified information provided under subsection 3 above. Where the second opinion differs from the opinion in the original certification, the Board reserves the right to require, at its expense, the opinion of a third health care provider designated or approved jointly by the Board and the teacher, whose opinion shall be final and binding.*
 5. *A teacher, upon return from leave pursuant to the Family Medical Leave Act shall receive salary schedule credit and accumulation of seniority and shall be re-employed in the same position from which the leave was taken if such a position exists, or if such a position has been eliminated, to an equivalent position for which the teacher is certified and qualified.*
 6. *In recognition of the confidential nature of the required certification(s) set forth herein, all such information shall be requested by and submitted to the Director of Human Resources.*
- L. *Unless otherwise specified, a leave of absence when granted by the Board of Education shall be subject to the following:*
1. *The teacher shall provide written notice to Human Resources of their intent to return at least sixty (60) days prior to June 30 or sixty (60) days prior to the expiration date of the leave period, whichever shall come first. If June 30 shall fall less than sixty (60) days prior to the commencement of the leave, notice shall be at least sixty (60) days prior to the termination of the leave period.*
 2. *Entitle the teacher to re-employment, with the exception of leave taken under section J of this Article, subject to and in accordance with Board Policy and applicable law. A teacher taking leave under section J of this Article will be returned to an available vacant position for which they are qualified or if no vacant position is available, placed on the recall list for a period of 18 months. The teacher shall lose their right to re-employment when the Employer offers equivalent employment for which they are qualified and the teacher refuses same. A teacher failing to return from a leave of absence after receipt of written notice by certified mail, return receipt requested, to the last known address, shall be deemed to have resigned from employment. The Employer shall proceed to the next name on the recall list or where appropriate, employ a new teacher.*
 3. *Not entitle the teacher to accrue sick leave.*
 4. *Not entitle the teacher to advancement on the salary schedule for the leave period except in cases of military leave.*

- M. *As it relates to FMLA/sick leave usage, the Board reserves the right to require, at its expense, the opinion of a second health care provider designated by the Board concerning any certified information provided under subsection C-3 above, where the second opinion differs from the opinion in the original certification, the Board reserves the right to require, at its expense, the opinion of a third health care provider designated or approved jointly by the Board and the teacher, whose opinion shall be final and binding.*

The subsequent recertification or second/third opinion of a health care provider must be for health conditions and/or fitness for returning for work.

ARTICLE 17: Public School Academies

Should the Employer decide to grant a contract to form a Public School Academy, the Association shall be notified prior to the same becoming operational.

ARTICLE 18: Compensation and Retirement

- A. *The salaries of teachers are set forth in Appendix A which is attached hereto and made a part of this Agreement.*
- B. *The Board may, at its sole discretion, grant credit to newly employed teachers for experience acquired outside the District. The District will fully disclose to new teachers that they may be hired at a different salary step than other new hires with identical credit.*
- C. *Although graduate credits earned before the acquisition of a teaching certificate do not count toward a BA+24, BA+36, or BA+52 lane change, these credits do count toward a MA lane change if the MA degree is attained. Furthermore, graduate credits earned before a MA degree is attained do not count toward a MA+10. The MA degree must first be attained, and then the subsequent credits will count toward a MA+10 lane change. All credits earned beyond a BA or MA degree that are applicable to a lane change must be related to the teacher's instructional responsibilities as determined by the superintendent or designee.*
- D. *Compensation for the annually assigned extra-duty positions are set forth in Appendix B which is attached hereto and incorporated into this Agreement.*
- E. *Teachers who selected the terminal leave payment prior to June 1, 2000, upon resignation or retirement from Mason Public Schools, shall be paid a terminal leave payment of .75% of their current contractual salary for each year of service to the district. The terminal leave payment will be made through a 403(b) Special Pay Plan. Only those years of employment in the District shall be used in determining the terminal leave payment.*

A list of terminal leave recipients will be kept by both the Administration and the Association.

- F. *Upon mutual consent between the Association and the Administration, the parties agree to review early retirement provisions during the month of January only to determine what, if any, provisions may be allowed for that particular school year with regard to early retirement provisions.*
- G. *If by mutual consent, a teacher shall teach one more teaching period than the normal teaching load as set forth in Article 7, they shall receive an additional 0.2 FTE of their annual base salary for the duration of said assignment. In the event that a new schedule is adopted at any level, this formula will be revisited at the request of either party.*
- H. *Teachers will not be expected to substitute in the absence of another teacher's absence except in cases of emergency. Should a teacher substitute in the absence of another teacher during their preparation/conference period, they will be compensated at the professional hourly rate set forth at Appendix B.*
- I. *A teacher will be compensated at the professional hourly rate if proctoring/monitoring standardized tests during the individual's preparation/conference period. The additional compensation provision would not apply if special circumstances (e.g. - MME special test date at MHS) exist.*
- J. *A teacher achieving National Board Certification shall receive a one-time stipend of five hundred dollars (\$500).*
- K. *All teachers shall be paid on the basis of twenty-one (21) or twenty-six (26) pays-per-year, with the exception of certain years which require 21 or 27 pays. The determination of 26 or 27 pays will be made jointly by the administration and association. Employees shall make their selection by the designated date in the month of August. Once decided upon, the pay cycle shall not be altered for the remainder of the school/fiscal year. Employees who do not make a selection by the deadline will default to the selection made the previous year.*
- L. *Advance Resignation/Retirement Notice:*
- Any teacher who submits a written letter of resignation/retirement to the Superintendent or designee on or before the third Monday in January shall receive a five hundred dollar (\$500) stipend to be included in their final check.*
- M. *A teacher will be compensated at the professional hourly rate if serving as a building principal substitute during the teacher's preparation and/or lunch period. Teachers serving as a building principal substitute during one or more of their own instructional periods will receive one additional hour of compensation at the professional hourly rate. When there is a planned absence of Administrator(s) from a building for a half day or more, the Administrator(s) will make a good faith effort to arrange a principal substitute in advance of the absence.*

ARTICLE 19: Insurance Benefits

- A. *The Board shall remit premiums as presented below to provide all full-time teachers health, dental, vision, life and long term disability insurance for a full twelve (12) month period (September 1 to August 31 health insurance plan year). Teachers who do not elect Option A will select Option B:*

Option A

WMHIP Blue Cross Blue Shield of Michigan CB PPO Plan 1 (068)

or

WMHIP Blue Cross Blue Shield of Michigan CB Plan 2 (118)

or

WMHIP Blue Cross Blue Shield of Michigan PPO Plan 3 (117)

or

WMHIP Blue Cross Blue Shield of Michigan Flexible Blue 3 (121/122)

and

Delta Dental Plan or equivalent coverage plan with 80/80/80 \$1,500 Annual max; \$1,500 Lifetime Orthodontic max

\$30,000 Life Insurance with AD&D

Vision VSP-3 Plan or equivalent coverage

LTD 60 day modified fill, 66 2/3%, \$5,000 monthly max.

Option B (No health insurance)

\$250 per month in cash

Delta Dental Plan or equivalent coverage plan with 80/80/80 \$1,500 Annual max; \$1,500 Lifetime Orthodontic max

\$30,000 Life Insurance with AD&D

Vision VSP-3 Plan or equivalent coverage

LTD 60 day modified fill, 66 2/3%, \$5,000 monthly max.

- B. *Teachers who work half time or more shall receive a pro-rated portion of the employer health insurance premium or a pro-rated portion of the cash in lieu in accordance with Option B. The amount to which the teacher is entitled shall be determined by dividing the total number of minutes that the part-time teacher is expected to be on-site by the total number of minutes that the full-time teacher is expected to be on-site.*

All teachers who work less than full time shall receive the insurance below without cost to the teacher for a full twelve (12) month period.

Delta Dental Plan or equivalent coverage plan with 80/80/80 \$1,500 Annual max;

\$1,500 Lifetime Orthodontic max

\$30,000 Life Insurance with AD&D

Vision VSP-3 Plan or equivalent coverage

LTD 60 day modified fill, 66 2/3%, \$5,000 monthly max

- C. *The Board agrees to pay the cost of premiums up to the annual 'hard cap' limit that is in place at the start of the district's health insurance plan year, as established by MCL 15.563, as amended by 2013 Public Act 270, for health insurance premiums, taxes, and fees. Members choosing this option will pay the balance of the monthly health insurance premium, taxes, and fees.*
- F. *A teacher who is on an unpaid leave of absence and/or layoff status may elect to continue their insurance premium benefits through the Employer provided they remit the premium amount(s) and the service fee equal to that permitted under COBRA in advance of same being due.*
- G. *The Employer will adopt a qualified plan document including a salary reduction agreement which complies with Section 125 of the Internal Revenue Code. The plan document will become effective with the next open enrollment period. The cost associated with establishing the initial plan documents shall be borne by the Employer. Employees may purchase variable options and contribute to Board approved annuities through payroll deduction.*
- F. *Teachers intending to retire are encouraged to contact both the Michigan Office of Retirement Services and the district Human Resource office in order to confirm their insurance benefit coverages during the transition to full retirement.*
- G. *Cash in lieu payments are conditional upon the District receiving documentation of other coverage that meets the Affordable Care Act minimum value and coverage requirements.*
- H. *The parties agree to biennial reopeners for the purpose of selecting health insurance benefit plans, beginning with the plan year starting January 1, 2026. Should the health insurance premium increase 7.5% or greater, either party may request a reopener for health insurance only.*

ARTICLE 20: Bargaining Provisions

- A. *This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contract heretofore in effect. All future individual contracts shall be made expressly subject to terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.*
- B. *Electronic copies of this Agreement will be provided to teachers and administrators within two weeks following ratification and approval by both the Association and the Board. Copies will be made available upon request.*
- C. *There shall be two (2) signed copies of this Agreement one (1) of which shall be retained by the Employer and one (1) shall be retained by the Association.*

- D. *If any provision of this Agreement is subsequently found to be in conflict with any applicable Federal or State statute, only that portion of the provision shall be void. Either party may request a meeting to negotiate a substitute for the voided provision.*
- E. *During the term of this collective bargaining agreement, should a contractual issue arise, teachers agree to meet with the respective building or department administrator to try to resolve the issue with the appropriate MDMEA representative(s). If a resolution cannot be reached with the building or department administrator, the parties agree to make every effort to meet at the district level within five (5) business days for issues either party views as time sensitive and on an agreeable date for all other issues, in an effort to address/resolve the issue. Each party is responsible for the selection of their respective representatives. If, after said meetings, a resolution cannot be reached, the association may start the formal grievance process as outlined in Article 6. The grievance timeline in Article 6 would begin with the date of the district level meeting.*
- H. *The Association recognizes that strikes, as defined by Section I of Public Act 336 of 1947 of Michigan, as amended, are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.*


ARTICLE 21: Emergency Manager


An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to exercise powers as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436.

ARTICLE 22: Duration of Agreement


This Agreement shall be effective as of August 16, 2024, and shall continue in effect until August 15, 2027. This Agreement shall not be extended orally or modified orally but may be extended upon written mutual agreement and attached to this Agreement.


BOARD OF EDUCATION
OF MASON PUBLIC SCHOOLS

By 
Its President

By 
Its Secretary

MASON DISTRICT of the MICHIGAN
EDUCATION ASSOCIATION – MDMEA

By 
Its Co-President

By 
Its Co-President

APPENDIX A: Salary Schedule

1. *Lane changes must be on an approved program and accepted by an accredited college or university in writing; or courses must be related to instructional responsibilities.*
2. *Individual contracts will not be re-written during the school year. Salary for the entire school year will be based on those hours that the teacher has earned and claimed prior to October 1 in any school year.*
3. *With the exception of other professional certificates that require a Masters degree, all hours must be earned after the acquisition of a provisional teacher certificate. No one presently on the salary schedule will be reduced because of this clause (to calculate multiply terms hours by .67).*
 - a. *BA plus 24 semester or 36 term hours.*
 - b. *BA plus 36 semester or 54 term hours or MA.*
 - c. *BA plus 52 semester or 78 term hours; or MA plus 10 semester or 15 term hours; or 60 term credit MA; or 45 semester hours MA.*
4. *Note: GSRP teacher salaries are limited to the BA lane, Steps 1-3.*

2024-2025

Step	BA	BA+24	MA BA+36	MA + 10 BA + 52
1	\$43,510	\$45,259	\$48,779	\$50,731
2	\$45,251	\$47,070	\$50,731	\$52,760
3	\$47,061	\$48,953	\$52,761	\$54,870
4	\$48,943	\$50,911	\$54,871	\$57,065
5	\$50,901	\$52,947	\$57,065	\$59,348
6	\$52,937	\$55,066	\$59,348	\$61,721
7	\$55,054	\$57,668	\$61,722	\$64,191
8	\$57,257	\$60,450	\$64,191	\$66,758
9	\$59,547	\$63,369	\$66,758	\$69,428
10	\$62,301	\$66,424	\$69,428	\$72,206
11	\$65,892	\$68,540	\$73,863	\$76,816
12	\$68,322	\$71,069	\$76,596	\$79,659
13	\$68,663	\$71,424	\$76,979	\$80,058
14	\$69,007	\$71,781	\$77,364	\$80,458
15	\$69,352	\$72,141	\$77,751	\$80,861
16	\$69,699	\$72,501	\$78,139	\$81,264
17	\$70,047	\$72,864	\$78,530	\$81,670
18	\$70,397	\$73,228	\$78,923	\$82,079
19	\$70,749	\$73,594	\$79,317	\$82,489
20	\$71,222	\$74,035	\$79,714	\$82,902
21	\$71,458	\$74,331	\$80,113	\$83,317
22	\$71,816	\$74,703	\$80,513	\$83,733
23	\$72,175	\$75,077	\$80,916	\$84,152
24	\$72,535	\$75,452	\$81,321	\$84,572
25	\$72,898	\$75,829	\$81,726	\$84,996
26	\$73,263	\$76,208	\$82,136	\$85,420
27	\$73,629	\$76,590	\$82,547	\$85,847
28	\$73,997	\$76,972	\$82,959	\$86,277
29	\$74,367	\$77,357	\$83,374	\$86,708
30	\$75,249	\$78,254	\$84,301	\$87,652

2025-2026

Step	BA	BA+24	MA BA+36	MA + 10 BA + 52
1	\$44,380	\$46,165	\$49,755	\$51,745
2	\$46,156	\$48,011	\$51,745	\$53,815
3	\$48,002	\$49,932	\$53,816	\$55,967
4	\$49,922	\$51,929	\$55,968	\$58,206
5	\$51,919	\$54,006	\$58,206	\$60,535
6	\$53,996	\$56,167	\$60,535	\$62,956
7	\$56,155	\$58,821	\$62,957	\$65,474
8	\$58,402	\$61,659	\$65,474	\$68,093
9	\$60,738	\$64,636	\$68,093	\$70,817
10	\$63,547	\$67,753	\$70,817	\$73,650
11	\$67,210	\$69,911	\$75,341	\$78,353
12	\$69,688	\$72,490	\$78,128	\$81,252
13	\$70,037	\$72,853	\$78,519	\$81,659
14	\$70,387	\$73,217	\$78,911	\$82,067
15	\$70,739	\$73,583	\$79,306	\$82,478
16	\$71,093	\$73,951	\$79,702	\$82,890
17	\$71,448	\$74,321	\$80,100	\$83,304
18	\$71,805	\$74,692	\$80,501	\$83,721
19	\$72,164	\$75,066	\$80,904	\$84,139
20	\$72,646	\$75,515	\$81,308	\$84,560
21	\$72,887	\$75,818	\$81,715	\$84,983
22	\$73,252	\$76,197	\$82,123	\$85,407
23	\$73,619	\$76,579	\$82,534	\$85,835
24	\$73,986	\$76,962	\$82,947	\$86,264
25	\$74,356	\$77,345	\$83,361	\$86,695
26	\$74,728	\$77,732	\$83,778	\$87,128
27	\$75,101	\$78,122	\$84,197	\$87,564
28	\$75,477	\$78,512	\$84,618	\$88,002
29	\$75,855	\$78,904	\$85,041	\$88,442
30	\$76,754	\$79,819	\$85,987	\$89,405

2026-2027

Step	BA	BA+24	MA BA+36	MA + 10 BA + 52
1	\$45,268	\$47,088	\$50,750	\$52,780
2	\$47,079	\$48,972	\$52,780	\$54,891
3	\$48,962	\$50,931	\$54,892	\$57,087
4	\$50,920	\$52,968	\$57,088	\$59,370
5	\$52,958	\$55,086	\$59,370	\$61,745
6	\$55,076	\$57,290	\$61,745	\$64,215
7	\$57,278	\$59,998	\$64,216	\$66,784
8	\$59,570	\$62,892	\$66,784	\$69,455
9	\$61,953	\$65,929	\$69,455	\$72,233
10	\$64,818	\$69,108	\$72,233	\$75,123
11	\$68,554	\$71,309	\$76,847	\$79,920
12	\$71,082	\$73,940	\$79,690	\$82,877
13	\$71,437	\$74,310	\$80,089	\$83,292
14	\$71,795	\$74,681	\$80,489	\$83,708
15	\$72,154	\$75,055	\$80,892	\$84,127
16	\$72,514	\$75,430	\$81,296	\$84,548
17	\$72,877	\$75,807	\$81,702	\$84,970
18	\$73,241	\$76,186	\$82,111	\$85,395
19	\$73,608	\$76,567	\$82,522	\$85,822
20	\$74,099	\$77,026	\$82,934	\$86,251
21	\$74,345	\$77,334	\$83,349	\$86,683
22	\$74,718	\$77,721	\$83,765	\$87,116
23	\$75,091	\$78,110	\$84,185	\$87,552
24	\$75,466	\$78,501	\$84,606	\$87,989
25	\$75,843	\$78,892	\$85,028	\$88,429
26	\$76,222	\$79,287	\$85,454	\$88,871
27	\$76,603	\$79,684	\$85,881	\$89,316
28	\$76,986	\$80,082	\$86,310	\$89,762
29	\$77,372	\$80,482	\$86,742	\$90,211
30	\$78,290	\$81,416	\$87,707	\$91,193

APPENDIX B: Extra Duty Positions and Salaries (% Applied to Salary)

All positions included in this Appendix are filled at the discretion of district Administration.

POSITIONS PAID BY PERCENTAGE

The following percentages shall be paid on the following step schedule:

Appendix B Steps 1-3	MA Step 1
Appendix B Steps 4-6	MA Step 4
Appendix B Steps 7 and up	MA Step 7

1. Bargaining unit members who hold the same Appendix B position as they held in 2017-18, and who were paid a greater amount for the same position in the 2017-18 school year than the bargaining unit member would make on the above scale, shall be frozen at the same amount the bargaining unit member earned in 2017-18. This amount shall be paid for as many consecutive years as the bargaining unit member holds the same position or until the amount the bargaining unit member would make on the contractual scale is greater than the frozen amount. For the duration of the 2024-2027 agreement, frozen amounts will receive increases commensurate with annual Appendix A percentage increases.
2. Credit for prior experience in, or related to, a given position may be approved at the discretion of the administrator who oversees the position. Such credit shall be established the first year a bargaining unit member holds a given position.

POSITION:	PERCENT:
HS Varsity Baseball	10
HS J.V. Baseball	6
HS 9 th Grade Baseball	6
HS Varsity Basketball—Boys	12
HS J.V. Basketball—Boys	8
HS 9 th Grade Basketball—Boys	7
MS 8 th Grade Basketball—Boys	5
MS 7 th Grade Basketball—Boys	5
HS Varsity Basketball—Girls	12
HS J.V. Basketball—Girls	8
HS 9 th Grade Basketball—Girls	7
MS 8 th Grade Basketball—Girls	5
MS 7 th Grade Basketball—Girls	5
HS Varsity Competitive Cheerleading	10
HS J.V. Competitive Cheerleading	4
HS Varsity Football Sideline Cheerleading	8
HS J.V. Football Sideline Cheerleading	4
HS Cross-Country	10
MS Cross-Country—Boys	5
MS Cross-Country—Girls	5
HS Varsity Football	12
HS Assistant Varsity Football	8
HS J.V. Football	8
HS Assistant J.V. Football	6
HS 9 th Grade Football	7

<i>HS Assistant 9th Grade Football</i>	6
<i>MS 8th Grade Football</i>	5
<i>7th Grade Football</i>	5
<i>HS Golf—Boys</i>	10
<i>HS Golf—Girls</i>	10
<i>HS Varsity Soccer—Boys</i>	10
<i>HS Assistant Varsity Soccer—Boys</i>	7
<i>HS J.V. Soccer—Boys</i>	7
<i>HS Assistant J.V. Soccer—Boys</i>	5
<i>HS 9th Grade Soccer—Boys</i>	6
<i>HS Varsity Soccer—Girls</i>	10
<i>HS Assistant Varsity Soccer—Girls</i>	7
<i>HS J.V. Soccer—Girls</i>	7
<i>HS Assistant J.V. Soccer—Girls</i>	5
<i>HS 9th Grade Soccer—Girls</i>	6
<i>HS Varsity Softball</i>	10
<i>HS J.V. Softball</i>	6
<i>HS 9th Grade Softball</i>	6
<i>HS Varsity Swimming—Boys</i>	10
<i>HS Varsity Swimming—Girls</i>	10
<i>HS Varsity Tennis—Boys</i>	10
<i>HS J.V. Tennis—Boys</i>	5
<i>HS Tennis—Girls</i>	10
<i>HS J.V. Tennis—Girls</i>	5
<i>HS Varsity Track—Coach 1</i>	10
<i>HS Varsity Track—Coach 2</i>	10
<i>HS Assistant Track—Coach 1</i>	5
<i>HS Assistant Track—Coach 2</i>	5
<i>MS Track—Boys</i>	5
<i>MS Track—Girls</i>	5
<i>MS Track—Distance</i>	5
<i>HS Varsity Volleyball</i>	12
<i>HS J.V. Volleyball</i>	7
<i>HS 9th Grade Volleyball</i>	6
<i>MS 8th Grade Volleyball</i>	5
<i>MS 7th Grade Volleyball</i>	5
<i>HS Varsity Wrestling</i>	10
<i>HS J.V. Wrestling</i>	7
<i>MS Wrestling</i>	5
<i>MS Assistant Athletic Director</i>	12
<i>MS Musical Director</i>	2
<i>HS Pep Band</i>	2
<i>MS Instrumental Concerts and Festivals</i>	4
<i>HS Instrumental Concerts and Festivals</i>	4
<i>HS Marching Band</i>	5
<i>HS Jazz Band</i>	2
<i>MS Jazz Band</i>	2
<i>HS Vocal Concerts and Festivals</i>	3
<i>MS Vocal Concerts and Festivals</i>	3
<i>HS Select Choir</i>	4

HS Play/Musical Marketing Director	3
HS Play Director	4
HS Play/Musical Technical Director	3
HS Musical Director	7
HS Musical Vocal and Instrumental Director	4
HS Play/Musical House Manager	4
HS Yearbook	5
HS National Honor Society	4
MS National Junior Honor Society	4
Districtwide Special Olympics Coordinator	8
Districtwide Competitive Robotics Coordinator	8
MS FTC Robotics Lead (Fall Season)	5
MS FTC Robotics Assistant	4
MS FTC Robotics Lead (Winter Season)	5
HS FTC Robotics Lead	7
HS FTC Robotics Assistant	4

Club Advisor 1-4% (see language below)

The Association and the Board mutually recognize the value of offering after school club* experiences for the students of Mason Public Schools.

1. Bargaining unit members wishing to advise a club can apply for compensation to do so.
2. To ensure that funding is available, bargaining unit members wishing to advise a club shall submit an application on, or prior to, April 30 of the school year prior to the commencement of the club. The application must be picked up from, returned to, and signed by the building principal or designated administrator in which the club will operate. Applications must be submitted annually, even for clubs that have been ongoing for a number of years.
3. Administration will determine whether or not the club will be approved and, if approved, at what percentage, between 1 and 4, the club advisor will be paid. Administration will respond with approval or denial of the application by June 1 or by an alternative date agreed upon by both parties.

*Clubs that may be approved include, but are not limited to, HS Newspaper, HS Student Senate, HS Gay-Straight Alliance, HS Foreign Language Clubs, MS Leo's Club, Robotics, MS Student Government, Math Pentathlon, Unified Sports, Special Olympics, and Science Olympiad.

POSITIONS PAID A FLAT RATE

The following flat-rate compensation amounts will increase commensurate with Appendix A when a new contract or contractual revision increases Appendix A by a given percentage.

POSITION	24-25	25-26	26-27
Assistant Athletic Coach (not listed above)	\$1,066	\$1,087	\$1,109
Building Computer/Technical Coordinators (per building per year)	\$2,308	\$2,354	\$2,401
HS Assistant Marching Band Director	\$2,132	\$2,175	\$2,219

Overnight or Extended Day Field Trip Teacher-Chaperone \$50/day

POSITIONS PAID HOURLY

Professional hourly rate: 2024-2025: \$27.89 per hour
 2025-2026: \$28.45 per hour
 2026-2027: \$29.02 per hour

The professional hourly rate shall increase commensurate with Appendix A when a contractual revision increases Appendix A by a given percentage.

The Association and the Board mutually recognize the value of the many educational activities that benefit the students of Mason Public Schools.*

- 1. Bargaining unit members wishing to coordinate an educational activity can apply for compensation for up to eighty (80) hours at the professional hourly rate.*
- 2. To ensure that funding is available, bargaining unit members wishing to be compensated for coordinating an educational activity can submit an application two months prior to the date work must begin to plan the educational activity. The application must be picked up from, returned to, and signed by the building principal(s) in which the educational activity will operate. Applications must be submitted annually, even for educational activities that have been ongoing for a number of years.*
- 3. Administration will determine whether or not the educational activity will be approved and, if approved, the proposed number of hours to be paid at the professional hourly rate. Administration will respond with approval or denial of the application within six weeks of the receipt of the application or by an alternative date agreed upon by both parties.*

** Activities that may be approved include, but are not limited to, HS class advisors, Indoles, school carnivals, Evening of the Arts, MS Talent Show, Sophomore Forum, MS Health Day, curriculum nights, Seventh Grade Camp, Freshman Orientation, MS SOAR, Commencement, Kindergarten Roundup, and Book Bingo.*

Teachers that make presentations for in-service/staff development shall receive two hours pay for preparation for every hour of in-service/staff development presented to be paid at the professional hourly rate.

APPENDIX C: Mason Public School Calendars 2024-2025 – ELEM/MMS/MHS

2024/25 Calendar

July 2024						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15*	16	17
18	19**	20	21	22	23	24
25	26	27	28	29	30	31

September 2024						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2025						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2025						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Open Houses: 8/19/2024 - MS 4pm, HEC & HS 5pm, ST-AL-NA 6pm
 3.0 PD Days **1.0 day Bld/Dist Meetings & Staff Work Time

179 Instructional Days + 1 DPPD Day as Instructional Day/Time *1 New Tch Day

Ingham ISD Common Calendar Breaks: Dec 23-Jan 3, March 24-March 28
 380.1284b - No School on Friday before Labor Day
 SAT Testing 'window' should allow for a late-start Wednesday in early April

Trimester end dates: Nov. 15 (59 days), March 7 (63 days), June 5 (57 days)
 No PLC late start on June 4, 2025

Six half-days at all levels
 First Day of School - all levels
 November 14 & 15
 March 6 & 7
 Last Day of School - all levels

EL P-T Conferences: 11/12 (evening), 11/14 (afternoon & evening)
 EL P-T Conferences: 3/4 (evening), 3/6 (afternoon & evening)

High School Instructional Day - Start/End times same as 2023-2024
 Middle School Instructional Day - Start/End times same as 2023-2024
 Elementary School Instructional Day - Start time 8:40am, End time 3:47pm

APPENDIX D: Bargaining Unit Member Sick Leave Bank

The sick leave bank is a cooperative project between the Board and the professional staff of the Association.

The purpose of the bank is to provide emergency extended sick leave days to teachers through a shared donation of sick leave days. The plan in no way alters the sick leave provisions of the Master Agreement.

ELIGIBILITY

All teachers as defined by the Master Agreement will participate in the sick leave bank.

A teacher must teach at least 1/2 of the school day to be eligible to draw on the sick bank.

DONATION OF DAYS

On the first full day of school in September, 1972, each teacher donated one half (1/2) sick day to the sick bank. Beginning with the 2010-11 school year, new members will donate one half (.5) of a day on the onset of their third year in the District. Members who have not yet donated a day, will donate one half (.5) of a day upon ratification of the Agreement.

When the number of days in the sick bank drops below ten (10) days, more days may be requested by a 2/3 vote of the MDMEA Representative Council.

The number of days donated will be limited to a maximum of one (1) day per year per teacher.

ADMINISTRATION

The MDMEA Executive Board will make determinations regarding requests for up to ten (10) extended sick leave days.

The MDMEA Representative Council will make determinations for over ten (10) requested days.

All committee decisions will be forwarded in writing to the Superintendent's office for appropriate administrative action.

CHAIRPERSON

A sick leave bank chairperson will be appointed by the MDMEA President.

The chairperson will be responsible for dispensing request forms for sick bank leave. The chairperson will forward the completed request forms to the appropriate body.

The chairperson will be responsible for the record keeping of the sick bank.

LIMITS

All teachers will be eligible to receive up to ten (10) days of extended sick leave upon approval of the MDMEA Executive Board. A special meeting of the MDMEA Board can be called at the President's request.

Requests for more than ten (10) days shall be submitted to the MDMEA Representative Council at a regular monthly meeting. A two-thirds (2/3) majority vote is required for approval.

A teacher's request for leave may not exceed thirty (30) days in any school year.

In case of pregnancy, the request for days will be submitted after the birth.

The MDMEA reserves the right to refuse any request. Such refusal will be accompanied by written reasons for such refusal, to be provided to the requesting teacher and the district human resources department.

PROCEDURE

1. *The teacher shall obtain a request form from the sick bank leave chairperson.*
2. *The teacher shall complete the form, and have it signed by a physician.*
2. *The teacher shall return the form to the chairperson who will forward it to the proper body.*
3. *Twenty percent (20%) of the value of the anticipated loaned days will be paid by the member to the Association upon application. This money will be repaid to the member upon return of all borrowed days.*
5. *The chairperson will report the decision to the teacher.*
6. *Before receiving extended leave days, the teacher will sign a repayment agreement with the MDMEA.*
7. *The chairperson will submit written notification to the Superintendent's office for administrative action.*

REPAYMENT

Teachers who borrow from the bank will sign an agreement with the MDMEA for repayment.

Repayment will start at the beginning of the following school year.

Repayment shall be at the rate of at least six (6) days per year until all days are paid.

In the event that a teacher leaves the Mason Public Schools before repayment is complete, the teacher will reimburse the District an amount equal to the number of non-reimbursed days, and times their daily rate of pay at the time the days were borrowed. Upon receipt of repayment from the teacher, the Board shall return the sick leave days borrowed by the teacher to the bank.

APPENDIX E: Evaluation

The evaluation process and all associated forms are contained in the documents listed below and are considered part of this Collective Bargaining Agreement.

For positions not covered by the Michigan Teacher's Tenure Act, the evaluation process will utilize the Marzano tool for non-instructional staff.

A. Evaluation of Classroom Teachers.

Classroom Teachers will be evaluated pursuant to a performance evaluation system consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:

- 1. a year-end evaluation process that meets statutory standards;*
- 2. an evaluation tool that incorporates components required by law, including:
 - a. locally and mutually agreed-upon student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249; and*
 - b. the Classroom Teacher's performance.**
- 3. an individualized development plan (IDP) with performance goals developed by the evaluator in consultation with the teacher and recommended training, coaching, professional development or resources designed to improve the teacher's effectiveness for:
 - a. all probationary teachers;*
 - b. Classroom Teachers rated "developing", "needs support"; or*
 - c. at the evaluator's discretion when performance deficiencies are noted.**
- 4. classroom observations of at least 30 minutes each which include, at a minimum, a review of the Classroom Teacher's lesson plan, the state curriculum standard used in the lesson, and student engagement, with appropriate written post-observation feedback and discussion of these items between the Classroom Teacher and the school administrator conducting the observation;*
- 5. a mid-year progress report, if required by law, which aligns with the Classroom Teacher's IDP, includes specific performance goals developed by the evaluator in consultation with the teacher, and any recommended training, coaching, professional development, or resources identified by the evaluator;*
- 6. a year-end performance evaluation effectiveness rating, of "effective", "developing", or "needing support";*
- 7. tenured Classroom Teachers rated as highly effective (prior to July 2024) or effective (after July 2024) on the 3 most recent consecutive year-end evaluations shall be evaluated triennially, If a Classroom Teacher is not rated as effective on*

one of the triennial year-end evaluations, the Classroom Teacher must receive year-end annual evaluations until such time as they receive three consecutive 'effective' evaluations. If a Classroom Teacher on the triennial track is placed on an IDP or transfers to a new position, the Superintendent may choose to move the Classroom Teacher to annual evaluations;

8. *a mentor for Classroom Teachers rated "developing" or "needing support" or for Classroom Teachers as required by law;*
9. *the opportunity for a tenured Classroom Teacher rated "needing support" on a year-end evaluation to request a review consistent with Revised School Code Section 1249;*
10. *a tool approved by MDE, a modified MDE tool, or a local evaluation tool if adopted in compliance with Revised School Code Section 1249 and corresponding regulations;*
11. *website posting of required information for the evaluation tool;*
12. *training on the evaluation tool for Classroom Teachers and evaluators as required by law.*
13. *If a tenured Classroom Teacher is rated "ineffective" or "needing support" on 3 consecutive year-end evaluations, the Classroom Teacher shall be discharged consistent with due process. The District is not precluded from discharging a Classroom Teacher at other times as provided by the Teachers' Tenure Act.*
14. *If a Classroom Teacher receives an unevaluated rating under the provisions of Revised School Code Section 1249, the Classroom Teacher's rating from the school year immediately before the designation must be used.*
15. *The district will utilize the Marzano evaluation tool for the 80% of the evaluation not based on student growth and assessment data or student learning objective metrics. Measures of student growth and assessment data or student learning objective metrics will account for 20% of the evaluation. The parties may mutually agree to change the evaluation tool.*
16. *Student growth and assessment data o*
17. *r student learning objective metrics for each grade level or subject area will be established cooperatively between teachers and administrators by September 30 of each year.*
18. *Notification of teachers being evaluated will be provided by September 30 of each year.*
19. *There will be a minimum of two observations conducted for each teacher being evaluated. Teachers being evaluated will receive at least one observation by January 15 of the school year in which they are being evaluated. No observations will occur during the week prior or the week after winter break, unless mutually agreed to by the teacher and observer. Classroom observations will be at least 30 minutes in duration. At least one observation will be cooperatively scheduled in advance by the teacher and the observer. Feedback following each observation will*

be cooperatively scheduled between the teacher and administrator within 30

calendar days of each observation. Any observation counting toward an evaluation shall be completed by May 15 of each school year.

20. *A probationary Classroom Teacher cannot challenge any aspect of the negotiated evaluation process, including observations, the IDP, the mid-year performance review, or their assigned rating.*
- B. *Grievance Procedure. An alleged violation of this Appendix is not subject to arbitration in the grievance process. An Arbitrator, however, has jurisdiction to consider a grievance filed under the Article 6 grievance process by a tenured Classroom Teacher with two (2) consecutive ratings of “needing support.”*

APPENDIX F: Grievance Report Form

(See Master Agreement between the Board of Education of the Mason Public Schools and the Ingham Clinton Education Association, Article 6 for complete contractual language regarding the grievance procedure.)

Grievance #: _____ Mason Public Schools

(building) (name of Grievant) (assignment) (date filed)

Level One:

A. Date(s) cause of grievance occurred

(must be filed with Principal within ten days of occurrence of situation)*

B. 1. Statement of grievance

(this statement must include specific facts which gave rise to alleged violation)

2. Section of contract allegedly violated

3. Relief sought

(signature of Grievant)

/ _____
(date)

C. Disposition of Principal

(Principal must meet with Grievant regarding the grievance and provide their disposition within ten days of receipt of level one grievance; if this is not received within ten days, the Grievant then has ten day from the due date of the disposition to move grievance forward to level two*)*

(signature of Principal)

/ _____
(date)

D. Position of Grievant and/or Association

(if Grievant/Association decide(s) to appeal the Principals' disposition, Grievant/Association has/have ten days to issue grievance with Superintendent or Designee at level two)*

_____/_____
(signature of Grievant or Association) (date)

Level Two:

(level two is the Grievant/Association's optional appeal to the Principal's disposition in level one and must be filed with Superintendent or Designee within ten days of the issuance of the Principal's disposition)*

A. Date received by Superintendent or Designee

B. Disposition of Superintendent or Designee

(Superintendent or Designee must meet with Grievant regarding the grievance and provide their disposition within ten days of receipt of level one grievance; if this is not received within ten days, the Grievant then has ten day from the due date of the disposition to move grievance forward to level two*)*

_____/_____
(signature of Superintendent or Designee) (date)

C. Position of Grievant/Association

(if Grievant/Association decide(s) to appeal the Principals' disposition, Grievant/Association has/have ten days to issue grievance with Superintendent or Designee at level two)*

_____/_____
(signature of Grievant) (date)

Level Three:

(Level three is the Grievant/Association’s optional appeal to the Superintendent’s disposition in level two and must be filed with Secretary of the Board along with all prior communication related to the grievance within ten days of the issuance of the Superintendent’s disposition)*

A. Date submitted to Secretary of Board

B. Disposition of Board

(Board must schedule a meeting to hear from Grievant/Association about the grievance and issue a disposition within ten days of said meeting; if the Board holds future meetings to investigate the grievance, an extension is permitted up to one month from the date of the initial hearing without written, mutual consent*; if the Board waves its right to hear the grievance, the Association may proceed to level four for arbitration)*

_____/_____
(signature of Board President) (date)

Level Four:

(level four is arbitration, a legal appeal to the disposition at level three, or from level two if the Board waves its right to hear the grievance, and must be processed by the association; level four/arbitration requires the association to submit written notice that it desires to refer the grievance to arbitration to the superintendent or designee within ten days after the disposition of the Board; no new issues or defense may occur during arbitration; decision of arbitrator is final and binding)*

A. Date submitted to Arbitration

B. Submitted by

**By mutual, written agreement, the parties may extend timelines; an extension at level three for the purpose of an investigation by the Board is not to exceed one month beyond the initial hearing at level three.*

APPENDIX G – Vacant

APPENDIX H – ANCILLARY STAFF - applicable to positions and individuals not covered by the Michigan Teacher Tenure Act (Previous Articles from the 2011-2013 Contract)

ARTICLE 4: Ancillary Staff Rights and Responsibilities

The Association recognizes that abuse of sick leave or other leaves, chronic tardiness, or absence, willful deficiencies in professional performance, or other violations of discipline by ancillary staff reflect adversely upon the profession and create undesirable conditions in the school building.

The administrator will have clearly identified the member's deficiencies and documented the previously taken steps prior to the development and implementation of any written plan or placement in an out of sequence evaluation.

In recognition of progressive discipline, no ancillary staff shall be disciplined or reprimanded without just cause. Any such discipline or reprimand asserted by the Board, or representative thereof, shall be subject to the professional grievance procedure herein set forth. All information forming the basis for disciplinary action will be made available to the ancillary staff member. Upon request of the ancillary staff member, such information shall be provided to the Association Representative.

Any warning, reprimand or other document of a disciplinary nature in a ancillary staff's file which does not relate to a recurring incident within a three (3) year period from the date of such warning or reprimand, shall be removed at the written request of the ancillary staff provided there is concurrence of the immediate supervisor. Should the ancillary staff and the immediate supervisor disagree, the Superintendent shall make the final determination. Once removed, such documentation shall not thereafter be used against the ancillary staff member.

ARTICLE 7: WORKING CONDITIONS

Selection for assignment would be dependent on the individual being certified and qualified and possessing the most seniority, with exceptions made to maintain master schedule integrity.

ARTICLE 9: INSERVICE AND PROFESSIONAL DEVELOPMENT

Any determination of failure to meet professional development requirements, as charged, shall be subject to review.

ARTICLE 9A: Evaluation

It shall be the administration's responsibility to evaluate performance. Evaluations shall be conducted by the ancillary staff member's immediate supervisor or an administrator working in the same building or an administrator who is otherwise familiar with the ancillary staff member's work.

APPENDIX H – ANCILLARY STAFF -applicable to positions and individuals not covered by the Michigan Teacher Tenure Act (Previous Articles from the 2011-2013 Contract)

The purposes of evaluation are to provide information which will determine the employment status of the ancillary staff and promote the improvement of performance. The evaluation of an ancillary staff's performance will be based only upon valid criteria.

- C. *Formal monitoring or observation of the work of a ancillary staff shall be conducted openly with full knowledge of the ancillary staff. Formal monitoring in any other manner shall be*

done only with the consent of the ancillary staff.

- D. *The appropriate administrator shall provide the probationary ancillary staff with an Individualized Development Plan at the beginning of the second school year. First year probationary ancillary staff may also be provided an IDP. The Plan shall be developed in consultation with the ancillary staff.*

1. *The initial observation of the first year probationary ancillary staff shall be conducted within the first six (6) weeks of school.*
2. *Probationary ancillary staff shall receive an annual, year-end Track I evaluation in writing each year during the probationary period. Year-end evaluations shall include an assessment of the ancillary staff's progress toward meeting the goals of the Individualized Development Plan.*
3. *In the event a probationary ancillary staff is not continued in employment, the Board will advise the ancillary staff member of the reason(s) therefore in writing.*

- E. *A copy of the written evaluation shall be made available to the ancillary staff at least 24 hours prior to the personal interview. During the interview, the ancillary staff and administrator shall review the evaluation and content of the observation(s) and goal(s) upon which the evaluation is based.*

1. *Should the overall work performance of the ancillary staff be rated less than satisfactory, an Individualized Development Plan within Track I or III shall be implemented to improve the ancillary staff member's performance.*
2. *Said Plan shall be developed in consultation with the ancillary staff.*
3. *Evaluations pursuant to an Individualized Development Plan shall include an assessment of the ancillary staff's progress toward meeting the goals of the Plan.*
4. *Evaluation reports which are part of an Individualized Development Plan shall show that any previously noted deficiency has been corrected or that said deficiency still exists.*
5. *Should the supervisor find an ancillary staff's work performance lacking, the reason(s) therefore shall be set forth in specific terms as shall an identification of the ways in which they are to improve and of the assistance to be given by the administration. Further, a reasonable deadline for improvement shall be established.*

APPENDIX H – ANCILLARY STAFF -applicable to positions and individuals not covered by the Michigan Teacher Tenure Act (Previous Articles from the 2011-2013 Contract)

- G. *Should the ancillary staff disagree with the content of a written evaluation, they may submit their written objections and have same attached to the (personnel) file copy of the evaluation within fifteen (15) working days of receipt of said evaluation.*
- H. *A ancillary staff's signature (or electronic acknowledgement) on a written evaluation shall not be interpreted to mean that they necessarily agrees with its content, but shall be interpreted to mean that they have reviewed said material.*
- I. *In the event a probationary ancillary staff is not continued in employment, the Board will advise the ancillary staff of the reason(s) therēfore in writing. Said ancillary staff shall be entitled to a hearing with the Superintendent or their designee.*
- J. *The discharge for unsatisfactory services of School Psychologists and Social Workers who have been employed by the Mason Public Schools for more than four (4) full school years shall be an appropriate matter for consideration under the Grievance Procedure in this Agreement, including Arbitration. Any such grievances shall be filed within ten (10) workdays of receipt of written notice of discharge.*
- K. *Should the Michigan Teacher Tenure Act be repealed by the Legislature either party may request bargaining within thirty (30) calendar days after repeal toward the replacement of the due process procedures.*

ARTICLE 10: Qualifications and Assignments

- A. *For purposes of this Agreement including layoff and recall, no ancillary staff will be assigned to a position for which they are not qualified. (ancillary staff interns are excepted.)*
- C. *All ancillary staff shall be given the opportunity to review their assignment for the following year before the close of the present school year. Ancillary staff will be consulted whenever possible before any changes in their schedules are made after the close of the school year. Only in the case of an emergency will assignments be changed after August 15.*

ARTICLE 12: Shared Assignments

- 1. c. *While involved ancillary staff may choose the assignment to be shared, it is expressly understood that upon dissolution of the shared assignment, the less senior ancillary staff shall be considered displaced unless by prior written agreement, the more senior ancillary staff agrees to be displaced.*
- d. *The junior ancillary staff shall have the right to displace the ancillary staff with the least district-wide seniority provided they have the necessary certification and/or qualifications. The exercise of this provision shall not cause the unnecessary layoff of any ancillary staff member.*
- e. *Should the displaced ancillary staff not possess the necessary seniority and certification, license, or professional qualification to effect paragraph d above, they shall have the option of requesting the creation of another job sharing assignment or be subject to layoff.*

APPENDIX H – ANCILLARY STAFF -applicable to positions and individuals not covered by the Michigan Teacher Tenure Act (Previous Articles from the 2011-2013 Contract)

ARTICLE 14: Vacancies, Transfers and Promotions

- A: *For purposes of this Agreement, a vacancy shall be defined as an open position known by the administration to have no ancillary staff with an outstanding right to return to the position for a full year or no displaced ancillary staff who are qualified for the position. A displaced ancillary staff is an individual whose position has been eliminated. It is understood that during a reduction in personnel, both voluntary and involuntary transfers may occur prior to the filling of vacancies.*
3. *The person temporarily appointed to fill such vacancy or position shall not be given preference for permanent appointment over any applicant from within the staff.*
 4. *In order to minimize program disruption, the Board may appoint less senior ancillary staff to fill vacancies created by leaves of absence which are less than one (1) full school year.*
 5. *Ancillary staff who desire to apply for a vacancy shall file an application in writing with the Superintendent. In filling such vacancy or new position, the Board agrees to give due consideration to the professional background and attainment of all applicants, the length of time each has been in the District, and other relevant factors. Where qualifications are equal, service within the system shall govern. For purposes of this Article, "service" in the system shall mean continuous employment in the District, including substitute service, but shall exclude all periods when the ancillary staff was on a leave of absence for any cause.*

If a member desires to transfer to an unstaffed position prior to the recall of individuals on layoff status, the member shall complete the form in Appendix G. When considering individuals for placement, the following factors will be considered: qualification, seniority, Title One comparability and other potential factors (e.g. – the transfer would block a laid off member from returning due to the qualification/grade level of the position changes). The transfer request form must be submitted by June 1, or within five days that an unstaffed position becomes available. Copies of the transfer form will be filed with the individual's current principal, the principal of the building where the transfer is requested, the Association President and the Assistant Superintendent for Human Resources.
 6. *An interview committee will be used to recommend a viable candidate to the Superintendent to fill a vacancy. The four to six (4-6) person committee shall include the following:*
 - *Department chairperson/grade level or subject common ancillary staff*
 - *Association appointed ancillary staff (collaborated with administrator)*
 - *Administrator appointed ancillary staff (optional)*
 - *Two administrators*
- C. *An involuntary transfer of a ancillary staff to a different building at the elementary level, or an involuntary transfer of a ancillary staff to a grade level or department assignment where substantially different preparation is required, shall entitle the ancillary staff to either four (4) days of compensatory time or compensation equal to four (4) days at the current substitute rate of pay for preparation in the new assignment when notice of such involuntary transfer is ten (10) or less workdays prior to the commencement of the new assignment, or unless mutually agreed upon by the Association and the Board. In addition, maintenance services shall be provided to move any equipment and/or supplies required in the new assignment.*

APPENDIX H – ANCILLARY STAFF -applicable to positions and individuals not covered by the Michigan Teacher Tenure Act (Previous Articles from the 2011-2013 Contract)

1. *Ancillary staff involuntarily transferred for less than half (1/2) of their working day, shall be entitled to half (1/2) of the compensatory time or half (1/2) of the substitute rate referenced in Section D above.*
2. *Compensatory time shall not be taken on the first or last day of school of instruction or on the day immediately preceding or immediately following a school holiday or vacation period.*
3. *An assignment which requires substantially different preparation shall include, but not be limited to the following:*
 - a. *Any ancillary staff who is involuntarily transferred from one level to another level, for their total day, shall qualify for this benefit in any case. Levels shall be defined as K-5, 6-8 and 9-12.*

- D. *The District will notify the Association, when they determine that an Involuntary Transfer is necessary.*

The District will seek input from the Association concerning, among other factors, the needs and goals of the District, the academic/certification/qualifications/experiences of those being considered for involuntary transfers, scheduling requirements of the District/Building, grade level vacancy and the seniority of those being considered for involuntary transfer. Involuntary transfers shall not be used as a means of disciplining a ancillary staff member. If a ancillary staff member is involuntarily transferred, they shall be provided with the written reasons prior to the transfer.

ARTICLE 15: Seniority

- D. *Should substantial and unforeseen changes in student population or other conditions make a general reduction in the number of ancillary staff employed by the Board necessary, the Board will consult with the Association prior to making any reductions.*
- E. *Layoffs will be governed by seniority and qualifications.*
- F. *In order to promote an orderly reduction in personnel when the educational program and curriculum are curtailed, the following procedure will be used:*
1. *Probationary ancillary staff will be laid off first provided there is a more senior ancillary staff who is qualified to perform the services of the probationary ancillary staff.*
 2. *In the event it is necessary to lay off senior ancillary staff, layoff will be on the basis of seniority and qualification. The Association recognizes that upon certain occasions it will be necessary, to assure proper staffing throughout the school system, for the Board to retain a ancillary staff out of line of seniority. It is expressly understood that the Association shall have a right to review the layoff list prior to the notification of the ancillary staff to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within three (3) working days after reviewing the layoff list.*

APPENDIX H – ANCILLARY STAFF-applicable to positions and individuals not covered by the Michigan Teacher Tenure Act (Previous Articles from the 2011-2013 Contract)

3. *Ancillary staff who are laid off during a contract year shall be considered as having completed the contract year for purposes of placement on the salary schedule if employed for more than one-half of the school year. Otherwise, such ancillary staff shall remain on the same salary step.*
 4. *No new ancillary staff shall be employed by the Board while there are ancillary staff of the District who are on the recall list unless there are no laid off ancillary staff who are qualified to fill the remaining positions.*
 5. *Written notice of layoff to the affected unit members and the Association President will be at least forty-five (45) calendar days prior to the effective date of layoff.*
- G. *Senior ancillary staff shall be recalled to employment in inverse order of layoff for vacant positions, as determined by the programs to be offered by the Board, provided they are qualified. Prior to the recall of members on layoff status, the District will consider transfer requests of individuals as stipulated Article 15. A. 5.*
- H. *The Notice of Recall shall be by certified, return receipt mail. A ancillary staff shall indicate acceptance of recall by certified mail to the Superintendent within fifteen (15) days from the postmarked date of the Notice of Recall. Failure to do so shall forfeit the right of the ancillary staff to remain on the recall list.*
- I. *It shall be the responsibility of each ancillary staff to notify the Board of any change of address and any change of status (e.g. qualifications) as it relates to being considered for recall.*
- J. *The ancillary staff shall lose their right to recall if they refuse employment to an equivalent position unless at the time of recall they are already under contract to another public school in the State of Michigan. If they are under contract, they shall have a right to return to the next available position for which they are qualified upon the expiration of the contract not to exceed one (1) school year. Should there be no available position at the end of one (1) school year, the ancillary staff shall retain the right to recall.*
- K. *Probationary ancillary staff will remain on the layoff list for a period of two (2) years from the effective date of the layoff.*

ARTICLE 16: Leaves of Absence

- L.
1. *Entitle the ancillary staff to return to the same position if the same shall still exist or if not to an equivalent position for they are qualified provided the leave is for one (1) year or less.*
 2. *Entitle the ancillary staff to employment in a position for which they are qualified where the leave is in excess of one (1) year and provided written notice is given as stated in paragraph 1.*

APPENDIX I – Teacher Vacancies & Layoff/Recall

Decisions about placement and layoff/recall of a “teacher” under Revised School Code Section 1249, or who is assigned to students in any grades GSRP to 12 as a teacher of record (Classroom Teacher) will be made as stated below. The parties agree that the procedures established in this Appendix constitute clear and transparent procedures as required under Revised School Code Section 1248.

A. TEACHER VACANCIES

The Superintendent or designee decides placement decisions, when a vacancy exists, and when a posting is made. A vacancy is defined as a newly created position and/or unoccupied position for which the district intends to fill and for which there is no member with a contractual recall right.

Consistent with Revised School Code Section 1248, classroom teacher placement decisions will be made by the Superintendent or designee in their discretion based on the following clear and transparent factors:

- 1. Staffing the curriculum with the most qualified Teachers to instruct the applicable courses, grades, and school schedule.*
- 2. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE’s Teacher Certification Code, MDE’s Rules for Special Education Programs and Services, and other applicable statutes and regulations.*
- 3. Effectiveness criteria established in Revised School Code Section 1249 must be used as a factor in placement decisions of classroom teachers.*
- 4. Classroom Teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on information collected during the interview process and documentation on file with the Superintendent’s office, which may include:*
 - a. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;*
 - b. Credentials needed for District, school, or program accreditation;*
 - c. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the Classroom Teacher’s effectiveness in that assignment;*
 - d. Demonstrated pedagogical skills, including effective delivery of rigorous content, differentiating, and managing a classroom.*
 - e. Disciplinary record, if any;*
 - f. Length of service in a grade level(s), subject area(s), or comparable teaching assignments;*

- g. Effectiveness as measured under the agreed upon performance evaluation system*
 - h. Attendance and punctuality;*
 - i. Compliance with state and federal law; or*
 - j. Other non-arbitrary or capricious reasons.*
5. *Length of service may be considered as a tiebreaker if a Classroom Teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.*
6. *Vacancies that the district intends to fill will be posted for teachers for a minimum of three business days. Notification of postings will be provided via email to teachers.*
- a. Teachers applying to vacant positions will be provided an opportunity to interview.*
 - b. Selection of a candidate for a vacant position will be based on qualification criteria listed in subsection A.4.*
7. *The Superintendent or designee has discretion to involuntarily transfer a teacher into a position for which they are certified or qualified for a reason that is not arbitrary or capricious. An involuntary transfer is defined as a District decision to change a teacher's building, grade level, or department assignment. A teacher undergoing an involuntary transfer shall be entitled to one (1) paid workday to move and prepare for the new assignment. The paid workday will be mutually scheduled by the teacher and their administrator.*

B. LAYOFF/RECALL OF CLASSROOM TEACHERS.

1. *Acting within budgetary limitations, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing Classroom Teaching staff or that a reduction in Classroom Teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the Classroom Teaching positions to be reduced.*
2. *Reduction in force and recall decisions must be made based on Classroom Teacher effectiveness criteria established in Revised School Code Section 1249 and this Appendix.*
3. *Decisions about the reduction and recall of Classroom Teachers will be guided by the following criteria:*
- a. Retaining the most effective Classroom Teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), department(s), and school schedule(s). A probationary Classroom Teacher rated as "effective" (or highly effective) on the Classroom Teacher's most recent annual year-end performance evaluation is not subject to displacement by a tenured Classroom Teacher solely because the other Classroom Teacher is tenured under the Teachers' Tenure Act.*

- b. Classroom Teachers must be properly certified, approved, or authorized for all aspects of their assignments. The Classroom Teacher's certification, authorization, or approval status will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations; and based on documentation on file with the Superintendent's office.*
 - c. A Classroom Teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent's office in compliance with Revised School Code Section 1532.*
 - 4. In addition, Classroom Teachers subject to layoff/recall must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, which may include:*
 - a. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;*
 - b. Credentials needed for District, school, or program accreditation;*
 - c. Disciplinary record, if any;*
 - d. Effectiveness as measured under the agreed upon performance evaluation system*
 - e. Compliance with state and federal law; or*
 - f. Other non-arbitrary or capricious reasons.*
- 5. Classroom Teachers must provide the District with current information and documentation supporting the Classroom Teacher's certification and qualifications.*
 - a. Reduction and recall decisions will be based on the classroom teacher's certification and qualifications in the District's records at the time of the decision.*
 - b. A laid off classroom teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.*
 - c. Failure to maintain current contact information may negatively affect the teacher's recall.*
- 6. Classroom Teacher reductions and recalls are by formal Board action.*
- 7. Before the Board authorizes a Classroom Teacher reduction, the Superintendent or designee will notify, in writing, the affected Classroom Teacher of an opportunity to respond, either in person or in writing, to the proposed reduction.*
- 8. The Superintendent or designee will provide written notice of reduction in force or recall decisions to each affected Classroom Teacher and Association.*
- 9. A Classroom Teacher's length of service with the District as a classroom teacher or tenure under the Teachers' Tenure Act will not be the sole factor in reduction in force and recall decisions.*

10. Classroom Teacher reduction in force decisions will be implemented by the following:

- a. *If 1 or more classroom teaching positions are to be reduced, the Superintendent will first identify the academic level(s) or department(s) affected by the reduction. Among those classroom teachers who are certified, approved, or authorized and qualified to instruct the remaining curriculum within the affected academic level(s) or department(s), selection of Classroom Teacher(s) for reduction in force will be based on the factors set forth in subsection B.4.*
- b. *Classroom Teachers within the affected academic level(s) or department(s) who are certified and qualified for the remaining positions will be retained consistent with the factors set forth in subsection B.4..*
- c. *When a Classroom Teaching position is identified for reduction and there exists a concurrently vacant Classroom Teaching position for which the Classroom Teacher in the position to be reduced is both certified and qualified, and the Classroom Teacher has received an overall rating of at least effective on that Classroom Teacher's most recent year-end performance evaluation, that Classroom Teacher shall be assigned to the vacant position consistent with subsection B.4.*
- d. *If more than 1 Classroom Teacher whose position has been identified for reduction is certified and qualified for a concurrently vacant Classroom Teaching assignment, the Superintendent or designee will fill the vacancy consistent with subsection B.4.*
- e. *If the reduction or recall decision involves more than 1 Classroom Teacher and all other factors distinguishing those teachers from each other are equal, seniority (as established by the most recent seniority list for the bargaining unit to which the teachers belong or, if none exists, the District's records) will determine preference for reduction or recall.*
- f. *At least 30 calendar days' notice of reduction in force will be provided to the classroom teacher and Association, absent extenuating circumstances.*

11. Classroom Teacher Recall Process

- a. *A Classroom Teacher is eligible for recall under this Appendix for 18 months from the date the District implemented the reduction in force.*
- b. *The Superintendent will first identify the academic level(s) or department(s) where a teaching vacancy exists.*
- c. *Before or in lieu of initiating the recall of a laid-off Classroom Teacher, the Superintendent may reassign teachers to fill vacancies in accordance with subsection A.4.*
- d. *After or in lieu of any reassignment of existing teaching staff, the Superintendent will recall the laid-off Classroom Teacher who is certified and qualified for the vacancy, provided the Classroom Teacher was rated at least effective. If more than 1 laid-off classroom teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with subsection B.4.*

- e. *The Superintendent or designee will provide written notice of the Board's recall decision to any recalled Classroom Teachers and will establish the time within which a Classroom Teacher must accept recall to preserve the Classroom Teacher's employment rights.*
 - f. *A laid-off classroom teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.*
- C. *GRIEVANCE PROCEDURE. An alleged violation of this Appendix is not subject to arbitration in the grievance process but may be grieved through the steps preceding arbitration. An Arbitrator, however, has jurisdiction to consider a grievance filed under the Article 6 grievance process by a tenured Classroom Teacher with two (2) consecutive ratings of "needing support."*

LETTER OF AGREEMENT
between the
MASON BOARD OF EDUCATION
and the
THE MDMEA-ICEA

The undersigned parties agree to pilot the following changes for parent-teacher conferences for the 2024-2025 school year. This pilot modifies the application of Article 7.A.9., with the following section suspended during the pilot:

"Parents/Guardians will have the option of in-person or virtual conferences."

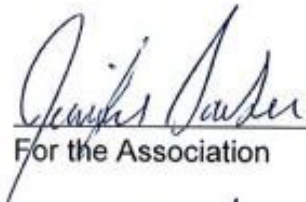
The parties agree to:

1. Conduct all elementary (grades K-5) conferences in-person. If a parent/guardian is unable to schedule an in-person conference and reasonable efforts have been made to do so, an alternative arrangement can be made in cooperation with the Teacher.
2. Report cards shared at elementary conferences must reflect at least 10 weeks of instruction.
3. Replace secondary (grades 6-12) parent-teacher conferences with 'office hours'. The following standards and expectations apply to secondary office hours, in order to meet student and parent guardian needs:
 - a. 15 hours of 'office hours' to be scheduled by each Teacher.
 - b. Minimum of 30 minutes of office hours on any one date.
 - c. Maximum of 60 minutes of office hours on any one date.
 - d. Maximum of 60 minutes of office hours weekly.
 - e. A maximum of 5 hours of office hours per teacher, per trimester.
 - f. Office hours are to be published in each course syllabus, posted in each classroom, and provided to parents/guardians, by trimester.
 - g. Parents/Guardians are to be informed to pre-schedule office hours appointments.
 - h. Staff are expected to utilize office hours only for parent/guardian meetings/calls, student support, and parent/guardian communications.
 - i. At the midpoint of each trimester, parents/guardians of students with a grade of D or lower in a course shall receive communication from the teacher of the course and be reminded of availability of office hours.
 - j. Staff to be on-site, at work station/classroom during office hours.
 - k. Staff to be limited to 2 hours of morning office hours per trimester

- l. Office Hours are not to be scheduled on staff meeting dates or in conflict with scheduled professional development
- m. If a Teacher is absent from work on an office hours date, those office hours will be rescheduled and communicated to parents/guardians and students.
- n. Teacher-student meetings, in-person, would need to occur during office hours that are adjacent to the school day. Evening student meetings should be conducted via phone or online.
- o. Secondary staff shall record office hours engagement/participation data, which will be utilized for district reporting requirements and assessment of the pilot program.


The parties agree to meet on an as-needed basis to discuss this pilot initiative.

The parties will meet in either April or May 2025 to review the pilot and reach an agreement to either continue the pilot or to return to the language in Article 7.A.9.



For the Association
5-1-2024

Date



For the Employer
5-1-2024

Date